



ICEX España
Exportación
e Inversiones



CAMPAIGN TO PROMOTE SPANISH CERAMIC TILES IN THE UK

**BRIEFING/CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM PR AGENCIES
OCTOBER 2023**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON**

European Regional Development Fund

A way to make Europe



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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented in London (United Kingdom) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office), invites qualified communications and event marketing agencies (hereinafter, the Agency), to submit a proposal to support the Office in the successful implementation of a campaign to promote Spanish ceramic tiles in the UK.

ICEX is a public corporation that is part of the Ministry of Industry, Trade and Tourism through the State Secretariat for Trade, established and governed by Royal Decree-Act 4/2011, dated 8 April, and with its headquarters in Madrid (Spain). ICEX's remit is to promote exports by Spanish companies and support their internationalisation as a way to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in the United Kingdom through the Office.

Tile of Spain is ICEX's registered trademark for the international promotion of Spanish ceramic tiles; therefore, all the activities organised in the context of this plan should preferably be implemented under this trademark.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Case Number:	X043-58-2023
3.-	Scope of the contract:	To select a PR agency to deliver the design, implementation and, management of a campaign to promote Spanish Ceramic Tiles in the United Kingdom during 2024
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by October 27 th 2023 at 5:00 PM CET. Attachments should not exceed a total of 4MB in size; in the event that they are larger, a tried and tested file transfer service should be used.



1. TERMS OF REFERENCE

1.1. ICEX, the Spanish agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

Since its foundation, ICEX has played an important role in the modernisation of the Spanish economy. ICEX's original mandate was to promote the export of Spanish products to international markets, and it has had much success, gaining a great deal of experience in the pursuit of this objective. The current catalogue of promotional activities includes: the organisation of trade missions, events promoting Spanish products, aiding the participation of Spanish companies at international trade fairs, and market research and reports, amongst other services.

ICEX is represented in London by the Economic and Commercial Office of the Spanish Embassy, the Office.

1.2. ASCER, the Spanish Ceramic Tiles Manufacturers' Association

ASCER, the Spanish Ceramic Tiles Manufacturers' Association (<https://portal.ascer.es/en/>), represents and upholds the interests of member companies in dealings with institutions and different groups.

Founded in 1977, the association represents over 100 ceramic tile manufacturers. Its member companies account for about 95% of all the country's tile production. Its head offices are in Castellón de la Plana, where most of the Spanish tile manufacturers are located.

1.3. Tile of Spain, the umbrella brand

Tile of Spain (<https://www.tileofspain.com/>) is registered as an international trademark. It is the brand supported by ICEX and ASCER under which the campaign is to be implemented.

Tile of Spain's social media accounts are handled from Spain by Ascer:

Instagram: <https://www.instagram.com/tileofspain/>

Facebook: <https://www.facebook.com/ceramicadeespana>

Youtube: <https://www.youtube.com/user/ascercamunicacion>

There are separate handles for USA, Russia and Germany.



1.2. Industry information

The Spanish industry

Spain is the leading tile producer in the EU and sells most of its production abroad. Over 80% of the Spanish industry turnover is exported.

Spain is the main supplier of ceramic tiles to the UK. In 2022, UK imports of ceramic tiles from Spain reached £286 million.

Although Spain has traditionally been the main supplier of wall tiles for kitchens and bathrooms, the sector with the highest growth rate for Spain in the UK is floor tiles.

Some of the latest developments from the Spanish tile industry include high performance porcelain tiles, large format tiles, slim profile tiles and ceramic tiles featuring digital printing technology and 3D effects.

The Spanish industry is committed to **sustainable development** and environmentally friendly building solutions. The industry is determined to adapt its production processes to achieve net zero greenhouse gas emissions by 2050 and optimise processes in other areas such as raw materials and water management.

- Carbon footprint reduction. Measures adopted include: waste heat recovery, use of high efficiency kilns and cogeneration systems.
- Reuse of production process waste.
- Water consumption and management. The sector makes efficient use of water resources to minimise water consumption per square metre of product manufactured, so the wastewater discharge in the ceramic tile production process is zero.
- Environmental Product Declaration (EPD). The Spanish tile industry has pioneered the development of a sectoral EPD for ceramic tiles at the European level. A significant number of ceramic tile manufacturers have also developed their own EPDs for their products.

Spanish tile manufacturers have strong distribution networks in the UK's tile retail market and are increasingly targeting commercial projects through dedicated sales teams. Spanish tile manufacturers Porcelanosa, Grespania and Saloni have their own showrooms in the UK.

[Cevisama](#), which takes place yearly in Valencia (Spain), is one of the two leading international trade shows in the ceramic tile industry, after Italian show [Cersaie](#).

The UK tile market

The UK tile market has an approximate value of £500 million (retail prices, 2022). 57% of the market are retail sales while commercial projects account for 43% of the total market sales.

The UK is a net importer of ceramic tiles. Total imports reached £725 million in 2022. Spain is the main supplier of ceramic tiles to the UK. In 2022, UK imports of ceramic tiles from Spain reached £286 million.

The ceramic tile sector is dominated by two main types of tiles: ceramic body (red or white clay) tiles and porcelain body tiles. Large format porcelain tiles are becoming increasingly popular, due to their durability and aesthetic appeal. Niche products, such as glass mosaic tiles and terracotta represent a small share of the market.



The domestic market for ceramic tiles is heavily dependent on the kitchen and bathroom sector. However, there is also growing demand for tiles in other areas of the home, such as living rooms, hallways and outdoor spaces.

Some of the best-selling trends in the ceramic tile market include: natural effect tiles in neutral colours, subtle textures and finishes, such as concrete effect tiles, large porcelain slabs that allow a seamless look, hardwearing porcelain tiles that can be used inside and outside.

1.3. Scope of the contract

Background

In the past, the Office has supervised a campaign which has included the following elements:

- press campaign. Themes for the releases have included new trends, case studies, environmental issues, industry developments, Cevisama trade fair, Tile of Spain Awards, the Tile of Spain stand at the Surface Design Show, the use of ceramics in contemporary architecture.
- supplements in architecture and trade magazines
- press trips to Spain - both to Cevisama and to tile factories
- production of promotional material (direct mailers) targeting specifiers
- printing and mail out of Ceraspaña newsletter as an insert with Tile& Stone Journal magazine
- participation in RIBA's CPD Providers programme with two electronic seminars (cd-rom and web based)
- organisation of seminars/webinars targeting architects
- participation in The Surface Design Show
- sponsorship of a research programme at Liverpool University (ECALab, School of Architecture)

Ongoing activity include:

- a media & communications campaign that includes the production of press releases and a look book, a Tile of Spain showroom in www.dezeen.com and an advertorial campaign in the trade & architectural press.
- a Tile of Spain group stand at The Surface Design Show (Business Design Centre, London). The fair will take place from 6-8 February 2024. In 2024 Tile of Spain will have a 40 sqm stand and will show products from a selection of 15-20 member companies.

This activity is funded and run by Tile of Spain from Spain independently of the promotional campaign subject of this Brief.

- a press trip to Cevisama trade fair. A group of between 4-6 journalists accompanied by representatives from the Spanish Embassy Commercial Office and the Agency attend Cevisama (Valencia) every year to find out about industry news, trends and product launches. Cevisama 2024 will take place from 26th February – 1st March.

This press trip is funded independently of the promotional campaign subject of this Brief.

- Tile of Spain publishes two issues of their [Ceraspaña newsletter](#) per year.



This activity is funded and run by Tile of Spain from Spain independently of the promotional campaign subject of this Brief.

- Tile of Spain organizes the [Tile of Spain Awards](#). This is an annual competition open to professional architects and designers and looks to uncover and celebrate innovative use of Spanish ceramics in international architecture and design projects. The open call for entries is announced in July, the winners are announced in November and the awards ceremony takes place in Valencia during Cevisama.

This activity is funded and run by Tile of Spain from Spain independently of the promotional campaign subject of this Brief.

- the Spanish Embassy Commercial Office maintains a database of tile distributors, agents, importers, architects and interior designers.

Campaign objectives

Interested agencies are requested to design a marketing and communications campaign for Spanish ceramic tiles with the following objectives:

- to reinforce the brand Tile of Spain and to show the potential of ceramic tiles from Spain as a product linked to design, quality, sustainability and innovation.
- to generate interest towards Spanish ceramic tiles as an innovative/premium product to specify in projects (residential, commercial or for public spaces) amongst designers and architects.
- to generate interest towards Spanish tiles as a quality product, superior to cheaper alternatives in terms of design, sustainability and innovation amongst tile distributors and tilers.

Target groups and messages for the campaign

What is to be promoted?

The products to promote are ceramic tiles from Spain and the image of the Spanish industry in the UK.

The ceramic tile sector comprises two main types of tiles: ceramic body (red or white clay) tiles and porcelain body tiles. Other niche products are glass mosaic tiles and terracotta tiles.

The brand Tile of Spain (registered internationally) is a vehicle of the industry identity.

The **target group** includes architects, designers, specifiers, builders, the trade (tile distributors and retailers, tilers) and key opinion leaders.

The **key message** to be transmitted is: Ceramic tile as a technologically advanced product, superior to other floor and wall coverings, and the Spanish ceramic tile industry as the world leader in design, technology and architectural solutions.

The campaign should associate Tile of Spain with quality and prestige. As a building material, its sustainable benefits for architectural projects should be highlighted.



Plan of action

To achieve the objectives set out above, agencies are advised to assess the viability of implementing the following:

- A media communications campaign covering trade, architecture/interior design and consumer press. The proposal should include a list of the suggested target media.
The Tile of Spain social media accounts will not be used to post or share content as part of the communications campaign in the UK. They should only be used to tag the campaign when necessary.
- The production of a digital Look Book featuring new design trends
- The coordination of a press trip to Cevisama (costs to be covered by a separate budget)
- Advertorials in the target press.
- Additional entries in the [Tile of Spain showcase](#) in Dezeen.com
- B2B initiatives with UK distributors/retailers/tilers/A&D community, aimed at raising awareness and understanding of the quality of Spanish tiles.

The Agency will prepare and submit digital monthly activity reports throughout the campaign, plus a final one covering the whole campaign. The reports must include copies of the press coverage (press clippings).

All Tile of Spain members should have the opportunity to benefit from this campaign. It is therefore essential to include as many different Tile of Spain members as possible in these activities.

2. PURPOSE OF THE CONTRACT

To appoint an Agency that can develop a marketing, communications and PR campaign for 2024 to consolidate and improve the position of Spanish ceramic tiles in the UK market.

3. CONTRACT, APPLICABLE LEGISLATION AND JURISDICTION

- a. **Campaign contract.** Once the successful company has been selected, a contract will be signed **between ICEX and the Agency** (hereinafter referred to as the Contract) which will include copyright and intellectual property clauses, activities to be carried out, payment terms and conditions, and other details.
- b. **Applicable legislation.** Spanish legislation shall be applicable to the contents of this tender. All works shall be governed by the terms of the agreement entered into between the awardee Agency and by the tender specifications, which shall be incorporated into said agreement, and in default of the above, Spanish legislation shall be applicable.



To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to the Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish.

4. CONTRACT TERM

The services described are scheduled to run for a maximum period of 12 months ending in end-December 2024.

A maximum of 2 (two) renewal for two (2) additional campaigns of the main contract will be considered. Renewal cannot be tacit. The Agency will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. Price revisions will not be allowed. Each renewal will be signed by both parties.

5. CONTRACT BUDGET

Base tender budget.

The total **maximum available budget** for the main 2024 contract is **65,000 GBP** (excluding taxes), inclusive of agency fees, and any third-party expenses.

Under no circumstances can the budget be exceeded.

Services provided by UK-based companies are subject to the reverse charge and **will not attract VAT**, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services ([VAT Notice 741A](#)) that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of UK VAT.

The economic proposal will be considered based on offered prices, excluding taxes (if applicable), which must be clearly described and separated.

Estimated value of the contract.

The total **estimated value of the contract** includes the value of the first contract (2024) and the value of its extensions (2025 and 2026), excluding any applicable taxes.

According to the latter, the total **estimated total contract value** of these contracts is of a maximum of **208.000 GBP**, which includes the following maximum amounts:

- Main contract maximum budget: 65,000 GBP
- Renewal maximum budget for 2025: 65,000 GBP
- Renewal maximum budget for 2026: 65,000 GBP
- Modifications to the contract: 13.000 GBP



Foreseeable reasons that could lead to a modification of the contract value include:

- the need to broaden the scope of the campaign.

6. PAYMENT AND INVOICING

- a. **Contract amount.** The parties will only be bound by the content and amount stated in the Contract. The Agency should not incur any expenditure on behalf of ICEX prior to the date of signature of the corresponding contract and without prior approval from ICEX, represented by the Spanish Economic and Commercial Office in London.

Should any of the planned activities/services not be carried out the budget allocated to the respective activity/service will be deducted from the overall budget. Replacement activity/service, of a similar nature to and up to a maximum cost of the activity that has been cancelled will need to be agreed prior to implementation and it may be necessary for the contract to be amended accordingly via an Appendix under section 14 of this document.

- b. **Invoices and reporting.** Corresponding invoices are to be provided to ICEX, in pounds sterling (GBP) monthly for the duration of the contract and must be supported by a monthly progress report.

The final invoice must be remitted in December and supported by a final report on the campaign that should include conclusions and recommendations.

- c. **Invoice details.** All invoices submitted to ICEX must be issued as follows:

ICEX España Exportación e Inversiones, E.P.E.
VAT No.: Q 2891001 F
Paseo de la Castellana, 278
E-28046 Madrid

And must be sent to:

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office,
Spanish Embassy,
Part Level 4 Podium,
125 Old Broad Street,
London
EC2N 1AR

ICEX's VAT exemption number, Q2891001F, must be quoted on all invoices.

- d. **Assignment of the contract.** Assignment of the contract to a third party is not permitted.



7. CONSULTING AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is seeking an integrated marketing and communications agency with demonstrated expertise in the design, interiors, or construction industries. Agencies must demonstrate their proven track record in marketing and communications by providing examples of work previously completed. The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing.
 - i. **Meetings.** The Agency must be able to hold meetings with ICEX, represented by the Spanish Economic and Commercial Office in London, on both a regular and an ad hoc basis. These meetings may take place by video conference, if required.
- b. **Administrative requirements of the Agency: Project references.** The technical capability of the agency shall be demonstrated by submitting examples of works of similar scale and scope, executed in all or some of the last three years (2020, 2021, 2022).
- c. **Administrative requirements for the Agency: Project resources.** The Agency must demonstrate that it possesses both the tangible and intangible resources necessary for the successful implementation of the campaign described in this briefing. To enable an effective evaluation of the capacity to undertake the campaign, the Agency must detail all technical resources to be deployed and state the names of the core team that is to be responsible for the project.

The requirements set out below regarding staffing **are mandatory**. Agencies that do not present in their offer a team that meets all the requirements, will be excluded. However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, providing documentation that legally demonstrates the stated relationship.

The role of each team member assigned to the campaign's different programme areas must be **clearly** specified in the Agency proposal. In addition, their **detailed** CVs must be included in the proposal (see annex I).

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of at least the same qualifications.

The Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Office.

It is expected that all key team members assigned by the Agency to each of the contracts have specific knowledge of and professional expertise in the relevant industry, are fluent in spoken and written English, and remain as part of the team for the duration of the contract period.

Staffing team must consist of a minimum of two different members, with each member exclusively responsible for only one of the following roles:

- **Senior Manager:** Senior agency member exclusively responsible for the planning, organisation, and overall implementation of the programme. This person should have a



minimum 5 (five) years of verifiable experience in Marketing/PR in the design, interiors or construction industries.

- **Marketing/Communications Manager:** Agency member exclusively responsible for the planning and implementation of the actions described in the Technical Specifications of the briefing. Must have the following qualifications:
 - A minimum of 3 (three) years' experience in Marketing/PR in the design, interiors or construction industries, with strong communication and writing skills.
 - Must be a native English language writer.

Administrative requirements for the Agency: Financial solvency. All participating companies must submit a solvency report that includes the financial accounts for the **last three financial years** (2020-21, 2021-22, 2022-23). Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds **£ 72,000**.

If it is not possible to prove economic and financial solvency by means of annual turnover, the tenderer may accredit such solvency by providing an undertaking to take out professional risk liability insurance for an amount equal to or greater than £ 72,000.

Where the agency tendering will be sub-contracting or engaging in a joint venture with another agency or other agencies for the purposes of this contract, the financial requirements specified above will apply to the agencies jointly, not singly.

- d. **Non-compliance.** Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting companies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the companies involved.
- e. **Conflict of interest.** The selected company must guarantee that during the contract period it will not work either in whole or in part for other clients, whatever their nationality, who have interests that may conflict with those of ICEX in this contract.

8. CONTENT OF PROPOSALS

- a. **Content of proposal.** Participating agencies must submit a proposal for 2024 including **three (3) separate documents** (1.-Administrative Requirements; 2.-Technical Proposal and



3.-Financial Proposal), as detailed below. Proposals that do not include all these documents will be considered incomplete and will therefore be excluded.

b. **Document 1: Administrative requirements for the Agency (in PDF format).** All agencies submitting bids must provide an electronic file in PDF format (See Sec. 7 Agency Profile and Staffing requirements and Annex I - Economic and Technical Solvency), containing the following documents:

- **Letter of acceptance.** All participating agencies must submit a letter of acceptance, signed by a legal representative of the company, accepting each and every one of the terms and conditions stipulated in these specifications.
- **Project references.** The dossier must detail projects of similar scale and scope, as indicated in **clause 7.b.**
- **Project human resources.** The dossier must detail the human resources available for the project, as indicated in **clause 7.c.** In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications and previous projects undertaken by Team members, as well as a description of the functions and tasks to be performed, so as to ensure that the Team has sufficient resources and is capable of carrying out the tasks required by the campaign.

The requirements set out in this section are mandatory, and companies that do not propose a team that meets all these requirements will be excluded. While the Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting. ICEX expects all key Team members assigned to the contract by the Agency to be committed to the campaign for the duration of the contract.

In the proposal, the Agency must detail the role of each Team member assigned to this project. In addition, a detailed CV for each should be included, in line with the model included in Annex I (MS Excel file).

As any change in the key Team members assigned at the beginning of this project could affect the way it is run, express prior authorisation must be obtained from ICEX for any such amendments.

- **Financial solvency.** All participating agencies must submit **financial accounts for the best of the last three (3) financial years** (2020-21, 2021-22, 2022-23), as indicated in **clause 7.d.** If the bidder should choose to accredit financial solvency by taking out civil liability insurance, an undertaking to take out professional risk liability insurance for an amount equal to or greater than £ 72,000 must be provided.

Agencies not satisfying any of the requirements above will be excluded from the tender.



- c. **Document 2: Technical proposal of the Agency (in PDF format).** All applicants must submit a detailed proposal for the 2024 campaign (See Sec. 1 - Plan of Action, Sec. 11 - Evaluation Criteria and Annex II - Technical Proposal), excluding any reference to price, and a work plan in line with the above strategy and objectives. **Proposals that include economic details of project fees in this Document 2 will not be considered and will automatically be excluded from the tender process.**

If the proposal submitted simply states that the agency can meet some or all the requirements but does not provide information or detail on how they will do so, the technical proposal will be assigned a score of 0.

- d. **Document 3: Financial proposal for the tender (MS Excel file).** All participating companies must submit a financial proposal, including a detailed project budget and a breakdown of all costs including the agency fees, as per the table in Annex III (Excel file) of this brief. Taxes, if applicable, must be indicated in a separate section of the proposal.

Proposals that exceed the base tender budget excluding taxes, as indicated in clause 5, will not be considered.

9. PRESENTATION OF PROPOSALS

a. **Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in London, will send this briefing to various specialised agencies. It will also be published on the [London Office's website](#).

b. **Submission of proposals.** Agencies wishing to take part in the tender process must send the following documentation, in digital format, to the following e-mail address **ONLY**: tenders@icex.es, **by 5 PM CET on 27th October 2023**. Proposals not submitted by the deadline will automatically be excluded.

i. **Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating agencies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.

ii. **Costs.** All costs incurred by the participating companies in the preparation of proposals, submissions and quotations will be borne by the companies themselves. Bid submission will not entail the payment of fees or the reimbursement of any form of expense by ICEX.

iii. **Language.** Proposal must be written and submitted in English or Spanish.



- iv. **Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating agency.
- c. **Modification of proposals.** Once a proposal has been submitted, ICEX will not accept the submission of any modifications, additions, or corrections, unless such modifications, additions or corrections are in response to a clarification requested by ICEX.
- d. **Clarification of proposals.** ICEX may invite participating agencies that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.
- c. **Conformity of proposals.** All companies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each agency to ensure compliance with all the requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the agency in question.
- f. **Evaluation of proposals.** Document 1 (Administrative Requirements) will be opened and evaluated first. Once it has been verified that the participating agency complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated and assigned a score. Finally, document 3 (Financial Proposal) will be opened, evaluated and assigned a score. Therefore, the financial proposal will not be known until this final stage.
- g. **Selection of the company to be awarded the contract.** A decision will be made as soon as possible after the published deadline for the submission of proposals. All participating companies will be notified of the decision by e-mail, and that decision will be published on the London's Office website, to enable the successful company to commence work as soon as possible.
- h. **Contact persons.** Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by **5 PM CET on 24th October 2023**. In the interest of fairness, questions posed by participating companies, as well as the answers provided by ICEX, may be shared with all other participating companies.

10. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria:

TABLE 1. Evaluation criteria	
Evaluation Criteria	Scores (maximum)
I. Financial proposal	30



<p>The agency with the lowest fees as a percentage of the total budget will receive the highest score, and the rest will obtain the proportional score:</p> <ul style="list-style-type: none"> - The offer with the lowest percentage of fees in regard with the total budget receives maximum score. - Rest of the offers will obtain the proportional score. <p>The Agency must present the budget clearly according to table in Annex III.</p>	
<p>II. Professional team assigned to the project</p>	<p>10</p>
<p>Years of experience (and months thereof) over and above the stipulated minimum will be taken into account. Specifically:</p> <ul style="list-style-type: none"> - Project manager: having more than the minimum 5 years of verifiable experience in PR in the relevant industry. 2.5 points per additional year, up to a maximum of 5 points. - PR/Communications Manager: minimum of 3 (three) years' experience in PR in the relevant industry, with strong communication and writing skills. Must be a native English writer. 1 point per additional year, up to a maximum of 3 points. <p>See section 7.c for the full description of the requirements for these roles.</p>	<p>5</p> <p>5</p>
<p>III. Technical Proposal</p>	<p>60</p>
<ul style="list-style-type: none"> - ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the Campaign, awarding points to each of the components within the Technical Proposal, as described below. - Technical Proposals that do not receive at least 20 points for component III.1 will automatically be excluded. - ICEX will assess Technical Proposal responses as follows: <ul style="list-style-type: none"> Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated. 0% of the maximum score Partially compliant. The proposal shows that the agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so. 50% of the maximum score Fully compliant. The proposal states that the agency can fulfil all the stipulated requirements and provides the necessary information and details on how it will do so. 75% of the maximum score Exceeds the requirements. The proposal proves that the agency is able to fulfil all the stipulated 100% of the maximum score 	



requirements, provides detailed information on how it will do so and excels in presenting actions or approaches that add value.	
<p>III.1. Technical Proposal: Strategy and content of the digital campaign.</p> <p>ICEX will award a maximum of 50 (fifty) points to the quality of the proposed Content Plan. ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the Campaign; the quality, viability and reach of the specific initiatives proposed and the means by which it is proposed. ICEX will award points to each of these elements as follows:</p> <ul style="list-style-type: none"> - Scope of action plan <p>We will evaluate the proposed plan to determine the extent to which includes the suggested elements listed in Section 1.3 (Plan of Action).</p> <ul style="list-style-type: none"> - Media plan <p>We will evaluate the proposed communications campaign and the range of media proposed to determine how likely it is to successfully reach our target audience.</p> <ul style="list-style-type: none"> - The extent to which the proposal is perceived to generate interest towards Spanish tiles amongst designers and architects. <p>We will assess the proposal's ability to communicate a positive message about Spanish tiles as an innovative and premium product to designers and architects.</p> <ul style="list-style-type: none"> - The extent to which the proposal is perceived to generate interest towards Spanish tiles amongst tile distributors and tilers. <p>We will assess the proposal's ability to communicate a positive message about Spanish tiles as a quality product, superior to cheaper alternatives, to tile distributors and tilers.</p>	<p>50</p> <p>20</p> <p>10</p> <p>10</p> <p>10</p>
<p>III.2. Technical Proposal: Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of ten (10) points.</p> <p>ICEX will assess those elements of the proposal that involve notable innovations or improvements, within the budget, in terms of the design and/or execution of the campaign (e.g., additional activities, innovative forms of communication and other elements not covered in this brief).</p> <p>The cost of any innovation or improvement must be included in the proposed budget and may not involve any additional cost.</p>	<p>10</p>
TOTAL	100

- **Abnormally low bids.** Financial proposals will be evaluated to determine whether or not they may be considered disproportionate or abnormal. Bids will be considered abnormally low if (a) they are 20% lower than the maximum budget permitted, when fewer than three



tenders are presented, or if (b) they are 10% lower than the average of all the bids submitted in the case that there are three or more tenderers, the highest price being excluded for the calculation of said average. When a bid is considered to be abnormally low, the participating company will be asked to justify its bid and its terms and conditions within seventy-two (72) hours of receiving ICEX's notification. Once the claim has been received or this period of time has lapsed, ICEX will decide, if necessary and having obtained technical advice, whether or not the bid is to be considered abnormal and may exclude it accordingly.

This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

- **Tie-breaking criteria.** In the event of a tie in the points obtained by two or more tenders, this will be resolved by applying the social criteria indicated below, and in the order specified. These will apply to staff working for the agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.
 - o Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied companies, with priority given, if the percentages are equal, to the company with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
 - o Lowest percentage of temporary contracts within the workforce of each of the tied companies.
 - o Highest percentage of women employed by each of the tied companies.
 - o If it is not possible to break the tie using the above criteria, lots will be drawn.

11. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

Chair*	Ana Moreno	Director Build and Design. ICEX Headquarters
Substitute	Carolina Fernandez	Deputy Director Build and Design. ICEX Headquarters
Committee member	María Dolores Arraez	Director Consumer Goods. ICEX London
Committee member	Yolanda Arias	Head of the Administration Department. ICEX London
Secretary**	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

*With casting vote

**With voice and without vote



12. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in London. In terms of invoicing, special care must be taken with regard to the aspects established in clause 6, following the guidelines set by ICEX and adhering to the conditions established in the contract.

- a. **Technical quality.** The Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the consultant will be responsible for:

- ✓ Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
- ✓ Compliance with the deadlines agreed with ICEX in each case.
- ✓ Any omissions, errors, incorrect conclusions or inadequate methodologies during the term of this contract.
- ✓ The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
- ✓ The processing of the information and data made available to it.

- b. **Copyright and information rights.** All intellectual or industrial property rights in the work created by the Agency and all the information gathered by it in connection with the contract shall belong to ICEX.

The Agency shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as said claim is based on the allegation that the work carried out by the Agency within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

The Agency is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services.

The Agency shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The Agency shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the Agency or subcontracted by it.

The Agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.

This obligation shall remain in force both during and after the end of the activities to which the contract relates, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status.



Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the Agency for any liability that might be applicable.

- c. **Confidentiality.** The Agency accepts the obligation to maintain professional secrecy with regard to the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential. This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.
- i. The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.
 - ii. The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own or private purposes or for any other purposes.
 - iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

13. CANCELLATIONS AND TERMINATION

Force Majeure or restrictions imposed by the Authorities. The parties will not be responsible for the damages and losses caused to the other party because of delays or breaches of the contract due to force majeure or restrictions imposed by the Authorities. The duties of the contract will be considered suspended for as long as the situation of force majeure or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of force Majeure or restriction extends in time for more than three months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

Cancellation or postponement of events. In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of signature of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date.

In the event that an activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.



Termination. ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met, or in the case of any breach of the obligations set out in the contract. This will be without prejudice to any additional claims for damages.

14. MODIFICATIONS OF THE CONTRACT

Once the contract has been formalized, the modifications considered necessary for its correct execution may be agreed, as long as they do not alter the global nature of the initial contract or imply a substantial modification.

In all cases, the successful tenderer shall provide in writing, at ICEX's request, proof of the pertinent technical, financial, or other requirements prior to any modification of the contract. The modification must be previously approved by ICEX, and the corresponding contract drawn up and signed.

15. APPLICABLE LEGISLATION

The services shall be governed by the terms of the contract entered into by the successful tenderer and by this briefing document, which will be incorporated herein. Failing this, Spanish legislation will prevail.

16. JURISDICTION

To resolve any dispute, disagreement, question or claim that may arise from the execution of the Contract signed with the awardee of this tender, the matter will be subject to ordinary jurisdiction.

The parties, waiving any other jurisdiction that may otherwise be applicable, expressly submit to the Courts of the city of Madrid.

17. EUROPEAN FUNDING

The activities contemplated in this briefing may be subject to European Union's financing through the European Regional Development Fund (ERDF).

The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and in particular with the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem must appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: the emblem of the Union European in accordance with established



graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

18. ORGANISATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism It is represented in the UK by the Spanish Economic and Commercial Office in London. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish companies and promote foreign investment in Spain.
- b. **The Spanish Economic and Commercial Office in London** is responsible for promoting trade and investment between Spain and the UK within its sphere of competence.

London, on the date of signature

ICEX Board of Directors
By Delegation (Resolution dated 30 September 2021) Official State Bulletin (BOE)
of 11 October 2021

Álvaro Nadal Belda
Head of the Economic and Commercial Office
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON



ANNEX I. Economic and Technical Solvency

PDF file + Excel file for Team Experience (See Sec. 7 Agency Profile and Staffing requirements)

- ✓ **Agency solvency report.** Show promotional projects of similar scope executed in all or some of the last three years (2020, 2021, 2022).
- ✓ **Financial accounts** for the best of the last three tax years (2020-21, 2021-22, 2022-23).
- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective detailed CV's and fill out the Excel file below.
 - Senior Manager
 - Marketing/Communications Manager

Agencies not satisfying any of the stipulated solvency criteria will be excluded from the tender.

TEAM EXPERIENCE			
SENIOR MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			
MARKETING / COMMUNICATIONS MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			



ANNEX II. Technical Proposal (Programme proposal)

PDF file (See Sec. 8 Technical Specifications and Sec. 11 Evaluation Criteria)

It is ONLY in the economic offer in Annex III that the agency will need to indicate costs of each service. No reference to costs may be included in Annex II. Proposals with costs in Annex II will not be considered.

Technical proposal: This should detail the work proposed to be undertaken in the campaign, including the Agency's strategy and means of implementation, timeline and work plan.

If the proposal submitted simply states that the agency can deliver all or some of the suggested elements listed in Section 1.3 (Plan of Action) but does not provide information or detail on how they will do so, the technical proposal will be assigned a score of 0.



ANNEX III. Economic Proposal

Excel File

- ✓ **Economic proposal in GBP.** Provide an Excel file with a detailed budget, with a breakdown of all costs as per template below.
- ✓ ICEX will evaluate tenders based on the prices quoted, excluding taxes. The tenders should include a breakdown in which the price quoted and taxes, if applicable, **must be clearly separated.**
- ✓ Proposals exceeding the **maximum available budget (65,000 GBP, excluding taxes) will not be considered.**

AGENCY PROPOSAL SPANISH CERAMIC TILES IN THE UK Maximum total budget 65,000 GBP (excluding taxes)	ECONOMIC PROPOSAL BEFORE TAXES	TAXES	TOTAL
AGENCY FEES			
SUBTOTAL			
TOTAL			

