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LONDON

## FASHION TRADE SHOW MANAGEMENT BRIEF

ICEX Spain Trade and Investment, E.P.E. (ICEX), represented by the *Spanish Embassy Commercial Office in London*, invites qualified PR/Event Management Agencies to submit a proposal to support the Spanish Embassy Commercial Office in London, the Client, in the promotion of Spanish fashion brands in the U.K.

ICEX is a public business entity ascribed to the Ministry of Industry, Trade and Tourism of the Government of Spain, via the Department of Trade, whose mission involves promoting the internationalization of Spanish companies.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. Q2891001F
2.-	Case Number:	X043-75-2023
3.-	Scope of the contract:	To appoint a PR/Event Management Agency to plan, organize and manage an event in London in 2024 for Spanish fashion brands, in the format of a small-scale trade show with individual exhibiting space for the participating brands. The event will promote an image of the highest quality, authenticity and sustainability for Spanish fashion brands and create excitement for Spain's fashion among trade professionals.
4.-	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email <b>EXCLUSIVELY</b> to <a href="mailto:tenders@icex.es">tenders@icex.es</a> by <b>19th December 2023 at 5 pm (Madrid time)</b> All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.

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## INDEX

### Terms of reference

- 1.- Scope of the contract
  - 2.- Agency profile and staffing requirements
  - 3.- Agency responsibilities
  - 4.- Budget
  - 5.- Estimated contract value
  - 6.- Term
  - 7.- Invoicing and payments
  - 8.- Procedure
  - 9.- Evaluation criteria
  - 10.- Obligations
  - 11.- Hiring Award Committee
  - 12.- Cancellations
  - 13.- Intellectual Property and Confidentiality
  - 14.- Technical specifications (Program proposal)
  - 15.- European Funding
  - 16.- Contract and Jurisdiction
- Annex I Economic and Technical Solvency. Team experience.
- Annex II Technical Proposal
- Annex III Economic Proposal

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## TERMS OF REFERENCE

### 1) SCOPE OF THE CONTRACT

To appoint a PR/Event Management Agency to plan, organize and manage an **event in London in either April or May 2024 for Spanish fashion brands seeking agents in the UK**, in the format of a small-scale trade show over 2 days with individual exhibiting space for the participating brands. We envisage the participation of 8-10 ready-to-wear brands: womenswear and women's accessories collections in the mid to high end of the market.

The event will promote an image of the highest quality, authenticity and sustainability for Spanish fashion brands and create excitement for Spain's fashion among trade professionals.

The target audience will include:

- Fashion agents (primary)
- Media (secondary)

### 2) AGENCY PROFILE AND STAFFING REQUIREMENTS

#### **2.1. Agency profile.**

- PR/Event Management Agency with demonstrated expertise in the UK fashion sector. Agencies must demonstrate their proven track record by providing examples of work completed in the UK.

The technical capability of the Agency shall be demonstrated by submitting examples of works of similar scale and scope, executed specifically in the UK in all or some of the last three years. Works submitted should indicate dates and location of execution and include examples.

- The Agency must have the human and material resources necessary for the successful execution of the campaigns outlined in this brief.
- Agencies that do not include all needed and requested documentation in their offer / proposal that meets all the agency profile requirements, will be excluded.

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## 2.2. Agency staffing

The Agency must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Spanish Embassy Commercial Office in London (the Client).

It is expected that all key team members assigned by the Agency to the contract have **specific knowledge, professional expertise and at least 3 years' experience in the UK fashion industry and in event management**. Any changes of key team members must be communicated in advance to the Client.

## 2.3 Agency financial requirements

All competing agencies will be required to demonstrate an annual turnover of at least £48,000 in the best of the last 3 (three) tax years (2020-21; 2021-22 and 2022-23)

## 3) AGENCY RESPONSIBILITIES

- Compilation and management of a fashion agents database
- Production, mail out and follow up on invitations
- Production of a digital catalogue
- Secure and rent a suitable venue in central London. The agency will be responsible for all aspects of the hire.
- Hire of all necessary furniture, display materials and decorative elements.
- Organise hospitality area and catering
- Liaise with all service suppliers including catering.
- Provide suitable insurance for the duration of the event
- Liaise with the exhibiting brands
- Full management of the event on the day. The agency will be required to deal with the delivery of samples to venue and will be required to be on site for build and break down, dealing with issues arising and liaising with exhibitors and visitors as required.
- Generate pre and post-event press coverage among the relevant press and social media.
- Production of a post-event report before the end of June 2024.

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#### 4) BUDGET

The maximum available budget for the contract is **43,500 pounds sterling** (excluding VAT), inclusive of all expenses (such as local transportation, postage, courier costs and any other expenses related to the service provision) and agency fees.

The economic proposal will be evaluated based on the offered price, excluding VAT, which must be clearly described in the economic offer.

**Under no circumstances can the budget be exceeded, neither in terms of the amount of the contract.**

If any activity is not carried out, it will not be paid.

#### 5) ESTIMATED CONTRACT VALUE

##### **Base tender budget**

The total maximum available budget for the main 2024 contract is 43,500 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 possible 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 137,500 GBP, which includes the following maximum amounts:

Main contract maximum budget: 43,500 GBP

Renewal maximum budget for 2025: 43,500 GBP

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Renewal maximum budget for 2026: 43,500 GBP

Modifications to the contract: 7,000 GBP

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

- the need to broaden the scope of the activity. This may be due to the need to increase the duration of the event or the number of participating brands, or the need to add a complementary activity to the elements listed in section 14) .

## 6) TERM

The described services in the contract will run from the date the agreement is signed by both parties until 30th June 2024. The contract is expected to be signed in January 2024.

The services described are scheduled to run for a maximum period of 6 months ending in June 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.

## 7) INVOICING AND PAYMENTS

Invoices should be addressed to:

ICEX España Exportación e Inversiones E.P.E.  
Paseo de la Castellana 278, 28046 Madrid, Spain  
VAT Q-2891001F

But **dispatched to:**

The Consumer Goods Department  
Spanish Commercial Office-Icex,  
4th Floor Part Podium, 125 Old Broad St.  
EC2N 1AR London

The Agency invoice will contain the following elements:

Company letterhead / logo

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Address

Date

Invoice number

VAT number

Description of the item/s

Total amount due

- No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval of the Client.
- The assignment of the contract is not allowed.

#### 8) PROCEDURE

This briefing will be circulated to multiple agencies and will be published on the website of the Economic and Commercial Office of Spain in London.

Agencies interested in bidding may contact ICEX (exclusively to [tenders@icex.es](mailto:tenders@icex.es)) with any questions about the brief up to **15<sup>th</sup> December 2023 at 5 pm (Madrid time)**.

Please note that any expenditure incurred by candidate agencies in the preparation of the proposals presentation and quote will be at the expense of those companies involved. Submission of the offer will not generate any fees or reimbursement of any type of expenses.

**Submission of an offer and participation in this tender implies the Agency's express acceptance of all the points contained in this briefing.**

**The proposal needs to be sent via email only and exclusively to [tenders@icex.es](mailto:tenders@icex.es) by 19th December 2023 at 5 pm (Madrid time).**

All files should not exceed 4MB in size if sent as attachment. A file transfer service should be used for larger files.

The proposal documents will need to be presented in English in PDF format.

All competing agencies submitting a proposal should be aware that ICEX Legal Services department will first review the documentation submitted by each agency to ensure compliance with the requirements of this brief. After verifying their compliance with these

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prerequisites, the technical offer (work proposal) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made as soon as possible after the proposal due date. The decision will be officially notified via email and published on the Client's portal to enable the selected agency to begin work promptly.

**Proposals not submitted within the deadline will be excluded.**

Non-compliance with any of the requirements established in the present briefing will result in the disqualification of the Agency concerned.

**Proposal submission must be divided into 3 (three) separate PDF documents (ANNEXES) detailed as follows:**

#### **ANNEX I. Economic and technical solvency. PDF file**

- ✓ **Agency solvency report.** provide showroom and PR projects of similar scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** for the best of the last three tax years (2019-20; 2020-21, 2021-22) in order to meet fiscal solvency criteria.
- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective detailed resumes in excel (Document A – Excel file template).

**Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements** providing documentation that legally demonstrates the extent and seriousness of the relationship.

**Agencies not satisfying any of the stipulated solvency criteria, will be excluded from the tender and their offers will not be evaluated.**

#### **ANNEX II. Technical Proposal. PDF file**

- ✓ **Technical proposal:** Detailed work proposal without any reference to prices, and work

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plan for the different elements considered in this brief (SECTIONS 4 and 13)

The offers must include a proposed **action plan (Document B)** with a timeline and a detailed breakdown of the actions.

The Agency will be responsible for carrying out whatever tasks are necessary for the correct execution of the events specified in this request.

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, technical proposal will be assigned a score of 0.

#### ANNEX III. Economic Proposal.

- ✓ **Economic proposal (The Agency price for work requested and proposed stated in pounds sterling) – Document C (excel file template).**
- ✓ ICEX will evaluate tenders based on the offered Agency total price (excluding taxes) for executing the requested work.
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget (£43,500 for 2024, excluding taxes), will automatically be disqualified.**

#### 9) EVALUATION CRITERIA

All proposals will be evaluated and compared on equal terms using the following criteria and weighting:

EVALUATION CRITERIA	Points (Max.)
<b>I. Total budget</b>	<b>Up to 30 Points</b>
The agency with the lowest total price will receive the highest score of the item, and the rest will obtain the proportional score.  Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer =	

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(price of the most economical offer / price of offer) X maximum score per criteria.	
<b>II. Agency's strategy, means of implementation, and media plan</b>	<b>Up to 70 points</b>
<i>(The proposals that do not receive at least 20 points in sections A and B together) will be automatically excluded)</i>  For each section we shall assess the <b>quality</b> of proposed plan and extent to which it most <b>efficiently satisfies</b> the campaign objectives stipulated assigning points as follows:	
A) The extent to which the Proposal meets our requirements as set out in this brief, according to the following breakdown: <ul style="list-style-type: none"><li>- Scope of action plan: 10 points We will evaluate the proposed plan and timeline for the event to determine the extent to which includes all the elements listed in Section 14.</li><li>- Feasibility of action plan: 10 points We will evaluate the proposed plan and timeline for the event to determine the extent to which it is realistic and clear.</li><li>- Suitability of venue proposal: 20 points We will evaluate the proposed venue(s) to determine its suitability in terms of its location, size, facilities, access via public transport and its alignment with the event design guidelines.</li><li>- Media plan: 5 points We will evaluate the range of media proposed and how likely it is to successfully reach our primary target audience.</li></ul>	45
B) The extent to which the Proposal is perceived to reinforce the Spain Fashion brand  We will evaluate whether the Proposal offers positive brand reinforcement and reflects contemporary ideas about Spanish fashion including an image of quality, authenticity and sustainability for the brands on show.	20
C) Other additional services or actions offered (without additional cost) which are not specified in the Request for Proposal	5

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The elements of the proposals - other than price- will be scored as follows:

0% of allocated points	Proposal 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
50% of allocated points	Compliant
75% of allocated points	Fully Compliant
100% of allocated points	Exceeds Requirements

Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.

Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
- The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, the Client will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

#### Tiebreaker criteria

In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the following social criteria in order, referred to at the end of the deadline for submitting offers:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in a situation of social exclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.
- d) The draw, if the application of the above criteria had not resulted in a tiebreaker.

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The supporting documentation for the tiebreaker criteria referred to in this section will be provided by the bidders at the time the tie occurs, and not previously.

## 10) HIRING AWARD COMMITTEE

### Members of the Hiring Award Committee

<b>Chair*</b>	Yolanda Arias	Head of the Administration Department. ICEX London
<b>Substitute</b>	Milagros Herrero	Member of the Administration Department. ICEX London
<b>Committee member</b>	Juan Parreño	Member of the Fashion Department. ICEX Headquarters
<b>Substitute</b>	Pilar García Heras	Head of the Fashion Department. ICEX Headquarters
<b>Secretary**</b>	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
<b>Substitute</b>	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

\*With casting vote

\*\*With voice and without vote

## 11) OBLIGATIONS

The Agency shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract.

Specifically, the Agency shall be responsible for:

- Ensuring that both the development and the result of the services/work which it has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
- The personnel forming part of the project team assigned to the development and performance of the Contract, with the Agency bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
- The processing of any information and data made available to it.

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Only the activities, budgets and procedures included in the Contract will be binding for the Parties.

## 12) CANCELLATIONS

ICEX reserves the right to unilaterally terminate the Contract if the services are not performed in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met or if there is any failure to fulfil the obligations established in the Contract. All the above is without prejudice to any claims for damages that might arise.

### **Force Majeure or restrictions imposed by the Authorities**

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of the contract that bring their cause in cases of *force majeure* or restrictions imposed by the Authorities. The duties of the contract will be considered suspended while 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 activities**

In the event an activity eventually is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date 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 the activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

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### 13) INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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.

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.

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## 14) TECHNICAL SPECIFICATIONS (PROGRAM PROPOSAL)

### THE KEY ELEMENTS

#### 1. EXHIBITORS

The Spanish Embassy Commercial Office and ICEX Spain Trade and Investment will recruit the Spanish exhibitors.

The Agency will liaise with the exhibitors regarding catalogue entries, the delivery of samples and all necessary logistics.

The Spanish Embassy Commercial Office will support the Agency when liaising with the exhibitors if/when needed to ensure good levels of communication are maintained throughout.

#### 2. VISITORS

The Agency will be responsible for sending the invitations to the target audience using its own agents database.

It is the responsibility of the Agency to ensure that its database is comprehensive. The Agency will also have access to the Client's agents database. The Agency will monitor replies and follow-up on the invitations as required to ensure maximum attendance.

#### 3. REGISTRATION

A dedicated registration area should be provided as part of the floor plan.

#### 4. EXHIBITOR TABLES / DISPLAY RAILINGS

The Agency will be required to submit designs and a floor plan to accommodate space for the exhibitors, hospitality area and visitor's registration space.

The Agency will be responsible for ensuring optimum use of space, providing a comfortable environment for both exhibitors and visitors.

#### 5. VENUE

The Agency will submit a proposal of viable venues in central London.

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The Agency will be responsible for all aspects of hire including the contract, suppliers, security, access and coordinating with the management team.

The Agency will be responsible for coordinating documentation such as insurance and risk assessments.

Event design guidelines: the overall aesthetics of the stands should be neutral and modern. The below images can be used as a visual reference of the style we seek to achieve.



#### 6. CATALOGUE

The Agency will be responsible for the production of a digital catalogue. All artwork requires approval by the client.

#### 7. CATERING

A hospitality area will be required, serving refreshments during the day.

The Agency will be responsible for coordinating all aspects of the catering.

#### 8. MEDIA

The Agency will plan a media communications campaign for the event covering trade press and social media.

#### 9. NETWORKING ACTIVITY

The Agency will be responsible for organizing an activity for the participating brands (a networking breakfast or similar) during which the brands will be briefed about how to approach the UK fashion market.

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## 15) EUROPEAN FUNDING

The activities contemplated under this briefing may be subject to European Union's financing.

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 will appear in an obvious and noticeable way.
- 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: emblem of the Union European in accordance with established graphic standards.

## 16) CONTRACT AND JURISDICTION

Once the Agency has been selected, a contract will be signed between ICEX and the Agency.

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 Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

London, on the date included in the signature

ICEX Board of Directors  
By Delegation (Resolution of September, 30<sup>th</sup> 2021; BOE [Official State Gazette] as of  
October, 11<sup>th</sup> 2021)

Alvaro Nadal Belda

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#### ANNEX I. Economic and technical solvency.

- ✓ **Agency solvency report.** provide showroom and PR projects of similar scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** for the best of the last three tax years (2020-21; 2021-22 and 2022-23) in order to meet fiscal solvency criteria.
- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective **detailed resumes in excel** (Document A – Excel file template).

**Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements** providing documentation that legally demonstrates the extent and seriousness of the relationship.

**Agencies not satisfying any of the stipulated solvency criteria, will be excluded from the tender and their offers will not be evaluated.**

#### ANNEX II. Technical Proposal. PDF file

**Technical proposal:** Detailed work proposal **without any reference to prices**, and work plan for the different elements considered in this brief (SECTIONS 4 and 13)

The offers must include a proposed **action plan (Document B)** with a timeline and a detailed breakdown of the actions.

The Agency will be responsible for carrying out whatever tasks are necessary for the correct execution of the events specified in this request.

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, technical proposal will be assigned a score of 0.

#### ANNEX III. Economic Proposal.

- ✓ **Economic proposal (The Agency price for work requested and proposed stated in pounds sterling) – Document C (excel file template).**
- ✓ ICEX will evaluate tenders based on the offered Agency total price for executing the requested work.
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget (£43,500), will automatically be disqualified.**

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