



## **“SHOOTING IN SPAIN”. UK PRODUCERS EVENING EVENT**

**REQUEST FOR PROPOSALS**  
**OCTOBER, 2024**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.**  
**ECONOMIC & COMMERCIAL OFFICE OF SPAIN IN LONDON**  
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**ICEX España Exportación e Inversiones, E.P.E.** (hereinafter, “**ICEX**”), represented by the Economic & Commercial Office of Spain in London, invites companies to submit their proposals for the organization of a promotional and networking event.

**ICEX** ([www.icex.es](http://www.icex.es)) is a Spanish public organization, established in 1982, whose main purpose it to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Economy, Commerce and Business ([www.mineco.gob.es](http://www.mineco.gob.es)), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy.

For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. Q2891001F
2.-	Case Number:	X043-28-2024
3.-	Scope of the contract:	The object of the contract is to organize, from start to finish, the promotional and professional <b>networking event “Shooting in Spain. UK producers evening”</b> , in the city of London, UK. The aim of the event is to promote Spain as a shooting destination and establishing connections between the British and the Spanish film industries.
4.-	Max. budget	<b>GBP 45,000</b> (forty-five thousand British pounds), <b>taxes excluded</b> .
5.-	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 Monday, <b>October 28<sup>th</sup></b> , 5:00pm (London time). All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.



## 1. PROJECT DESCRIPTION

- 1.1.** The services included in the contract refer to **organize, from start to finish, of a promotional and professional networking event, titled “Shooting in Spain. UK producers evening”**. The Event will host around 100 attendees, including representatives from Spanish companies. The number of British producers is estimated at 40 people.

The evening will be divided into two parts and will require collaboration from the company to ensure a smooth transition between them:

- Roundtable Discussion: British and Spanish audiovisual sector participants (producers, tax and legal advisors, institutions, etc.) along with specialized journalists will discuss the challenges of international production and the solutions that Spanish companies, institutional services and the country's tax incentive system can offer.
- Networking Dinner and Collaboration Opportunities: Participants will have the chance to establish valuable connections throughout the event, fostering potential international collaborations.

The Event will take place at **OMDIA Hq** (in the 19<sup>th</sup> floor of 240 Blackfriars Rd, London), in central London, UK, on **December 9th, 2024**, between 5:00pm and 8:00pm, approximately.



This gathering will bring together high-level producers, commissioners, and financial and legal advisors from the UK, capable of commissioning series and films shot abroad, alongside Spanish companies in the audiovisual sector specializing in services for international productions. The goal is to promote networking and discuss the challenges and solutions in international production.

Main Objectives of the Event are:

- **Networking:** Facilitate connections between senior UK executives and the Spanish audiovisual sector, promoting collaboration opportunities.





- **Branding:** Strengthen Spain's image as an ideal destination for international shoots and a provider of high-quality production services.
- **Client Acquisition:** Present Spain's fiscal and service benefits to attract new clients or strengthen relationships with existing ones.

A High-Quality Spanish Cuisine is essential for the Event to be successful, looking for creative dishes made with Spanish products or heavily inspired by Spanish gastronomy.

## 2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

### Company Profile

The organizing company should have a specialized team with deep expertise in the British market and the ability to attract high-level professionals. Throughout the process, coordination with the ICEX team is essential to ensure the event meets the networking, branding, and client acquisition goals set by ICEX-Invest in Spain.

**The company will be in charge of:**

#### 2.1 Pre-Event Tasks:

##### 2.1.1. Collaborating with ICEX on the final definition of the event format:

- Present various proposals for the structure of the event (e.g., roundtable format, networking dynamics, etc.).
- Prepare the **event rundown**.

##### 2.1.2. Event promotion and audience recruitment:

- Identify key companies and individuals who should attend (producers, commissioners, legal and financial advisors...) and manage invitations on behalf of ICEX-Invest in Spain.
- Invite and secure the attendance of at least 40 British companies from the Film and Television sectors. It is essential to ensure that these are high-quality contacts that match the professional profile sought by ICEX-Invest in Spain.
- Collaborate with ICEX to identify relevant experts and journalists from various international media outlets who will participate in the roundtables as facilitators.
- Prepare a brief for the facilitators of the different tables.
- Create a digital catalog detailing the British participants (producers, commissioners, advisors).

##### 2.1.3. Planning and Logistics:

###### - Catering Service for Spanish Food and Drinks

The venue (**Omdia HQ**), located in a prime spot in London, is already secured, but a high-quality Spanish food and drink catering service will be needed.

Besides, the service should include all the cutlery necessary for the service, and the necessary personnel for serving the food and beverages.



- **Menu Proposal with High-Quality Spanish Cuisine**

Provide ICEX and the Spanish Trade Commission in London with a menu proposal (including beverages and appetizers/snacks) to be served during the event. The catering service should showcase high-quality Spanish cuisine, featuring creative dishes made with Spanish products or heavily inspired by Spanish gastronomy. This should include classic and distinctly Spanish premium-quality drinks (wines, cavas) and dishes such as jamón ibérico (Iberian ham), paella, salmorejo, a variety of pintxos, croquettes, etc.

- **Provision of a Ham Cutter and Spanish Food Stations**

The catering service must include a ham cutter and different stations featuring typical Spanish foods, such as a variety of Spanish cheeses. The catering should provide two services: a 30-minute welcome drink with appetizers and a 1.5-hour dinner. The dinner will not be seated; instead, trays with hot and cold dishes and drinks will be passed around during the networking. Any special activities, such as Spanish food and wine pairings during the welcome drink, will be valued. Ensure the catering provider can accommodate special dietary requirements and manage any allergen concerns.

- **Decoration/Furniture and Atmosphere:**

- Ensure that the space reflects the values of the audiovisual sector and the event's image. In Annex X will be added some pictures of the venue for a clearer idea of the event location.
- 10 round meeting tables should be provided. Size: table for 10 people each.
- ICEX may request the company to print six roll-ups, and a photo wall, providing specs and designs.

- **Audio/Video equipment & staff:**

Guarantee adequate technological **equipment (sound, projection, lighting)** and coordinate with specialized suppliers if needed. Mainly, it will be necessary to provide at least two large screens where videos can be played and an audio system with at least two wireless microphones for the presentation part. Staff to operate the equipment should be available as well. The renting of the AV equipment and the staff should be included in the price.

## **2.2 Tasks During the Event:**

### **Execution and Supervision of the Gathering**

- Provide an on-site support team to handle the **registration of British attendees**, guide them throughout the event, and resolve any issues that may arise.
- Offer **personalized support and assistance to attendees** to answer questions and ensure a satisfying experience.
- Ensure a **smooth transition between the two different event activities**, following the pre-planned schedule.
- Promote interaction among participants by actively **introducing Spanish and British attendees, both proactively and upon request**, throughout the evening alongside the ICEX-Invest in Spain team.
- Ensure **audiovisual material (photos, videos) is produced** to have promotional content for later use and to share with attendees. This material will remain the property of ICEX-Invest in Spain for future use.
- **Collect real-time feedback from attendees.**





### 2.3 Post-Event Tasks:

#### Follow-up and Evaluation:

- Conduct a satisfaction survey to gather feedback on UK participants' experiences.
- Analyze key metrics (attendance and attendee feedback) to assess event performance and plan improvements for future editions.

Bids that do not include all the activities / tasks / services requested in the briefing will be automatically excluded.

### 3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1 Term.** The described services in the contract will run from the date the agreement is signed by both parties until the end of the Event on December 9<sup>th</sup> 2024, and no later than 10:00pm. Once the contract term is over, it cannot be renewed.

### 4. BUDGET

- 4.1 Maximum Budget (all taxes excluded):** the maximum budget for the execution of the Event *Shooting in Spain. UK producers evening* will be **GBP 45,000.00**, VAT excluded, inclusive of all fees and expenses of third party (if any).

Bids will be made in **British pounds (GBP)**, excluding taxes.

However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.

The economic proposal will be evaluated based on the offered price, **excluding taxes**, which must be clearly indicated separately in the economic offer (Annex A - template Economic proposal).

**Under no circumstances can the budget be exceeded, in terms of the amount of the contract.**

- 4.2 Estimated contract value:** The estimated total contract includes the value of the main contract, excluding any applicable taxes, and a 10% contingency. According to the latter, the estimated total contract value of this contract is of GBP 49,500,00 (taxes excluded) which includes the following maximum amounts:

- Main contract maximum budget: GBP 45,000.00 (bids above this amount will be deemed ineligible)
- Modifications to the contract: up to GBP 4,500.00

- 4.3 Modifications:** 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 attendees, or the need to add a





complementary activity to the elements listed in section 2. Tasks. Such circumstances will have to be approved in advance by both parties.

Should any of the planned activities not be carried out, the budget allocated to the respective activity/ies will be deducted from the overall budget.

## 5. PAYMENTS AND INVOICES

**5.1 Contract Amount.** Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in London.

**5.2 Payment currency.** Payments to the company will be made in the currency of the Contract, which is **GBP**. Any currency exchange costs will be borne by the bidder.

**5.3 Payments to offshore accounts.** Payments to bank accounts of the company located offshore will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder

**5.4 Payment schedule.** The total price of the contract will be paid after the end of the Event, once the corresponding invoice is presented. Before paying the invoices, the services provided must be previously approved by ICEX.

**5.5 Invoice details.** All the invoices should be **addressed to:**

ICEX España Exportación e Inversiones, E.P.E.  
Paseo de la Castellana 278, 28046 Madrid, Spain  
VAT Number: ESQ2891001F

But **dispatched to:**

Economic and Commercial Office of Spain in London - ICEX  
125 Old Broad Street, Part 4th Floor Podium  
London, EC2N 1AR (U.K.)

The awardee invoice will contain the following elements:

- Company letterhead / logo
- Address
- Date
- Invoice number
- TIN number (GB UTR or NVAT)
- Description of the item/s
- Total amount due

## 6. REQUIREMENTS

### Financial solvency requirements

All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum average turnover requirement is an amount of GBP







67,500.00 (sixty-seven thousand and five hundred British pounds), on the best of the past 3 (three) years.

### Technical solvency requirements

The company must have a strong and proven track record in producing and executing high quality events. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years.

### Team requirements

The role of each team member assigned to this project shall be specified in the tender. The company must designate a primary contact person in London that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with IDEX, represented by the Economic and Commercial Office of Spain in London.

In addition to kitchen staff and project coordinator, a minimum of two servers per each 50 guests is required to work the event.

The company team will readily be available to hold meetings with the team of the Economic and Commercial Office of Spain in London to monitor the development of the project. These meetings can be held via videoconference.

It is possible to comply with the requirements through subcontracting or joint ventures, among others, that should be indicated in the proposal. The company (awardee) will notify the Economic and Commercial Office in London of any changes to the team that may have an impact on the development of the project. Any member leaving the team will have to be replaced with a person that meets the requirements of this briefing.

The assignment of the contract is not allowed.

## 7. EVALUATION CRITERIA

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

TABLE 1. EVALUATION CRITERIA	
Evaluation Criteria	Scores (Max.)
<b>I. Economic Evaluation (in Document 3)</b>	<b>30</b>
I. The offer with the <b>lowest budget</b> will receive the highest score of the item, and the rest will obtain the proportional score. <ul style="list-style-type: none"><li>Most economical offer = maximum score (30 points).</li><li>Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria (30).</li><li>Financial Proposals that exceed the maximum available contract budget will not be considered.</li></ul>	
<b>II. Organization of the event and proposed contact profiles: high-level producers, commissioners, and financial and legal advisors from the UK (in Document 2)</b>	<b>40</b>



<p><b>II. The company must present a <b>service offering</b> detailing the different phases of the event: pre-event, during and post-event, being of special relevance the identification of key companies and individuals who should attend (producers, commissioners, legal and financial advisors...). (Max. 40 points)</b></p> <p><b>II.1.</b> It will be evaluated the initial list of potential attendees proposed by the bidder, including the name of the company and the role of the attendee proposed, and their suitability and representativeness to the film and TV sectors with capacity to film outside UK. (Max. <b>20</b> points).</p> <p><b>II.2.</b> Besides, it will be evaluated the organization plan for the event with a calendar of the different phases, and the quality and degree to which the proposal most efficiently meets the objectives of this activity. (Max. <b>20</b> points).</p>	
<p><b>III. Event set up and menu (in Document 2)</b></p> <p><b>III. Menu:</b> The proposed menu will be assessed and judged and points will be awarded for menu with a stronger Spanish influence and variety of Spanish dishes and beverages.</p> <p>a) Variety and authenticity of Spanish dishes (Max. <b>10</b> points) b) Variety of Spanish beverages (Max. <b>10</b> points) c) Spanish ham cutler (Max. <b>5</b> points)</p>	<b>25</b>
<p><b>IV. Added Value (in Document 2)</b></p> <p><b>IV. Added Value</b> (without any additional cost) – Any service not specified in the Request for Proposal that may positively improve the quality and impact of the event (for example: Detailed Post-Event Editorial Coverage) (Max. <b>5</b> points)</p>	<b>5</b>
<b>TOTAL</b>	<b>100</b>

**7.2** The elements of the proposals **other than price**, will be scored as follows:

**7.2.1** For the **organization of the event**:

0% of allocated points	The proposed contact profiles and the profile of the anchor and table moderators are not the desired for the goals of the activity.
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

**7.2.2** For the **Menu**:

0% of allocated points	The proposed menu includes just one or none Spanish dishes and cannot be labelled as having a strong Spanish influence
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

**7.2.3** For the **Added Value**:

0% of allocated points	Not enough information
25% of allocated points	Almost adequate





50% of allocated points	Enough
75% of allocated points	Very good
100% of allocated points	Excellent

**7.3 Disproportionate:** Economic 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 main contract 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 Economic and Commercial Office of Spain in London will decide, upon technical advice if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

**7.4 Tiebreaker Criteria.** In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.

- 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, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

## 8. CONTENTS OF PROPOSALS

**8.1 Proposal content.** Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical/Project Proposal; and Economic Proposal)**, as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

**8.2 Document 1: Administrative Requirements (PDF file).** All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing. Bidders should be in possession of all



the relevant permits and authorizations required by local laws to host the Event, including any relevant **insurance**.

- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 (three) years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of 3 (three) years** in similar projects is required. Details of menus served during such events are required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than GBP 67,500.00 in the best of the last 3 (three) years.
- 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.
- **“Beneficial ownership”- Annex C.** All bidders are required to provide a document evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan-PRTR), signed by a legal representative

**8.3 Document 2: Project Proposal (PDF file).** All competing companies must present a detailed work proposal, that includes: details of the British companies planned to reach, profiles of anchor and table moderators, details/description of the proposed flow of the event, and a detailed menu proposed for the event (food and beverage), wait staff, chef/kitchen staff, A/V equipment & technicians, event coordinators, decoration, furniture, etc.

**8.4 Document 3: Economic proposal (MS Excel file).** All competing companies must present an economic proposal, including a detailed budget for the project and its breakdown for each area of activity or services.

- **Taxes.** ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes (VAT) are clearly separated and stated.
- **Currency.** The proposal will be drafted in **GBP**.
- Bids above the main contract maximum budget of GBP 45,000.00 (taxes excluded) will be deemed ineligible.

**Documentation evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan - PRTR).**

In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the ‘MINERVA’ tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country (UK File Copy of *The Registrar of Companies for England & Wales*). The information will be stored in accordance with the regulations on the protection of personal data.

In addition to this document, bidders must complete all requested data in ANNEX C. “Beneficial Ownership Data (UK).docx”.

Failure on the part of the tendering companies to submit the documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the



contracting body before the tenders are evaluated, will be grounds for exclusion from this procedure.

## 9. SUBMISSION OF PROPOSALS

**9.1 Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in London, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in London.

**9.2 Submission of proposals.** The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail [tenders@icex.es](mailto:tenders@icex.es) before Monday, **October 28th**, 5:00pm (London time). Proposals not submitted within the deadline will be automatically excluded.

**9.2.1 Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).

**9.2.2 Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

**9.2.3 Language.** The proposal will be drafted and presented in English.

**9.2.4 Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.

**9.3 Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.

**9.4 Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical/project or financial proposals, which will be done in written.

**9.5 Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.

**9.6 Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Project/Technical Proposal) be opened, assessed and verified that all requirements are complied. Finally, the



document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.

**9.7 Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.

**9.8 Contact persons.** Questions related to this briefing might be addressed in written form, until Thursday, October 24<sup>th</sup>, 5:00 pm (London time), only through the e-mail [tenders@icex.es](mailto:tenders@icex.es) and [londres@comercio.mineco.es](mailto:londres@comercio.mineco.es). In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

## 10. OBLIGATIONS

**10.1 Technical Quality.** The company 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. In particular, the company shall be responsible for:

- Ensuring that both the development and the result of the services and work which 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 company 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.

**10.2 Penalties.** If the company does not meet the required attendance (minimum 40 British companies from the Film and Television sectors with capacity to shoot outside UK), ICEX is entitled to apply a 2% penalty on the total amount of the Agreement, and a 4% if the company does not meet a minimum of 32 British companies from the Film and TV sector with capacity to shoot outside UK.

**10.3 Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.

**10.3.1** All materials produced, if any, are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.





**10.3.2** The company will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.

**10.3.3** The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company 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.

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

**10.4.1** The company 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 company 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 company or subcontracted by it.

**10.4.2** The company 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.

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

## 11. CANCELLATIONS

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

### 11.2 Cancellation, postponement or modifications of actions.

**11.2.1 Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company 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 company must submit all documentary invoices of the expenses incurred up to that date.

**11.2.2 Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.

**11.2.3 Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

## 12. CONTRACT AND JURISDICTION

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.

## 13. EUROPEAN FUNDING

**European Recovery and Resilience Fund (PRTR).** This project can be subject to financing of the European Union through the European Recovery and Resilience Fund (PRTR). The successful tenderer will be obliged to comply with the information and advertising obligations set out in Article 22 of Regulation (EU) 2021/241, Article 3(6) of Directive (EU) 2015/849 and art.9.3.b) of HFP 1030/2021

**13.1 The Recovery and Resilience Mechanism (RRM).** The purpose of this contract is based on the file presented by ICEX, which responds to the priorities of **Component 25** of the Recovery, Transformation and Resilience Plan (**PRTR**), including a reform and a line of investment to turn Spain into the audiovisual hub of Europe (Spain AVS Hub). Specifically, the contract is part of the "Spain European Audiovisual Hub" plan, aimed at promoting the audiovisual sector which, in turn, is an important asset for the transmission of cultural values and image.

The actions to be carried out by ICEX to promote the audiovisual sector in Spain are included in Action Programmes 2 and 3 for Investment 1 in Component 25 of the PRTR. Investment 1 in Component 25 of the PRTR has three Action Programmes relating to promotion, internationalisation and attracting filming and foreign investment to the audiovisual sector. Of these, Programme 2 aims to promote the internalisation of the audiovisual sector through participation in business forums, platforms, fairs and development laboratories for





audiovisual projects; and Programme 3 aims to attract foreign direct investment in the audiovisual sector by establishing an attractive investment environment, reducing administrative burdens and streamlining administrative procedures.

This contract falls under **Programme 3** of Component 25.

The activity is to be financed by transfers of funds from budget application 27.50.490A.740.14 of the SECRETARIAT OF STATE FOR TELECOMMUNICATIONS AND DIGITAL INFRASTRUCTURES (SETELECO), where there is adequate and sufficient allocation to fund the activities to be subsequently financed by the European Union's Recovery and Resilience Fund.

- 13.2** 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 making explicit reference to the European Union and the European Recovery and Resilience Fund.
- 13.3** 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, as well as the reference to the European Union and the European Recovery and Resilience Fund.

In London, at the date of the signature,

ICEX Board of Directors  
By Delegation (Resolution of 30 September 2021 BOE  
[Official State Gazette] of 11 October 2021

**Gonzalo García Andrés**  
**Trade Commissioner**  
Economic and Commercial Office of Spain in London



**Annex A - template – Economic proposal (to include in Document 3)**

Annex A - Template – Economic proposal (to include in Document 3)			
Event PROPOSAL "Shooting in Spain-UK Producers" 2024 (100 guests) Maximum total budget 45.000 GBP (excluding taxes)	ECONOMIC PROPOSAL BEFORE TAXES (in GBP)	TAXES (in GBP)	TOTAL with Taxes (in GBP)
<b>A) Event definition &amp; promotion and audience recruitment:</b>			
1. Event proposal and rundown			
2. Attendees & Invitations to companies and individuals			
3. Facilitators & brief for raundtables			
4. Create Digital catalog			
SUBTOTAL (A)	£0	£0	£0
<b>B) Menu proposal-High-Quality Spanish Cuisine:</b>			
1. Food (hih-quality Spanish appetizers/snacks and dishes)			
2. Beverages (premium-quality Spanish wines, cavas, beer, sodas/juices/water)			
3. Ham Cutter and Spanish Food Stations			
4. Catering Services included (waiters, furniture, household ware...)			
SUBTOTAL (B)	£0	£0	£0
<b>C) Decoration/Furniture and Atmosphere</b>			
1. Roudtable furniture / Decoration (stage, chairs, tables...)			
2. Dinner coctel furniture / Decoration (stage, chairs, tables...)			
3. Print materials (roll-ups (6), photo wall...)			
SUBTOTAL (C)	£0	£0	£0
<b>D) Audio-Video equipment, lighting and staff:</b>			
1. A/V equipment (screen, microphone, PC, TV...)			
2. AV technicians / staff			
3. Other A/V services (wifi, ...)			
SUBTOTAL (D)	£0	£0	£0
<b>E) Other Event tasks:</b>			
1. Registration and assistance to attendees			
2. Production audiovisual materials (photos, videos)			
3. Follow-up and Evaluation (feedback survey and analysis)			
SUBTOTAL (E)	£0	£0	£0
<b>F) Other expenses:</b>			
1. Insurance (100 attendees and staff)			
2. Other expenses (fees, mailing, shipping, extra equipments, etc.)			
SUBTOTAL (F)	£0	£0	£0
TOTAL Budget (in GBP)	£0,00	£0,00	£0,00



**Annex C – Beneficial Ownership Data (GB).d (to include in Document 1)**

**Company Logo**

By this letter, I CONFIRM that the company details and real ownership of **COMPANY NAME** are the following:

**COMPANY - Legal Entity – P.J.**

- Company Name:
- Headquarters (EU/non-EU):
- Tax Identification Number (TIN=GB UTR):
- Country of Location:
- Incorporation Date:
- Address:

**REAL OWNERSHIP – Individual (s) – P.F.**

- Name and Surname:
- **Passport** Number or Tax Identification Number (TIN=GB UTR/NINO)  
(indicate if it's Passport or TIN)
- Country (that has issued the Identification Number):
- Birth Date (DD/MM/YYYY):
- Place of Birth:

Date

Name and role (could be the contact person)

Signature

According to **Order HFP/55/2023**, of January 24, regarding the systematic analysis of the risk of conflict of interest in the procedures implementing the Recovery, Transformation and Resilience Plan **PRTR** (January 26, 2023). The Commission requires that the beneficial ownership must be requested from contractors or grant beneficiaries without Spanish NIF (ES TIN), for which the contract award procedure.

A **beneficial owner** is the natural person (individual) who ultimately owns or controls a company or legal entity, or in whose interest a transaction or economic activity is carried out. In other words, it is the person who, directly or indirectly, holds control over an entity or has an economic interest in it.

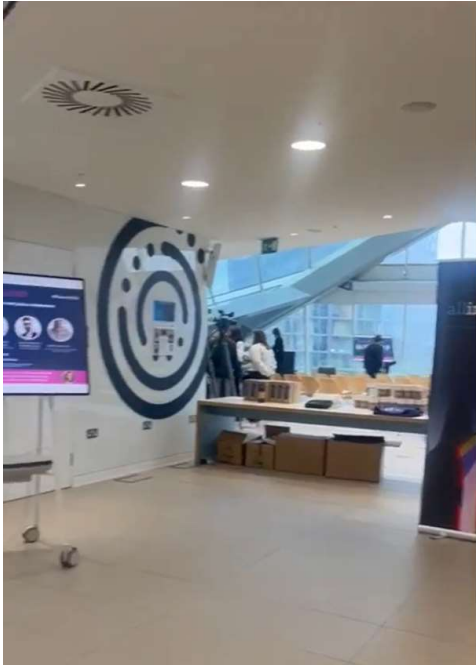
According to the regulations for the prevention of money laundering, **Law 10/2016**, all natural persons (individuals) who meet any of the following criteria are considered to be **beneficial owners of an entity**:

- Directly or indirectly owning more than 25% of the share capital or voting rights of the entity.
- To exercise effective control of the entity by other means, such as direct or indirect control of management or decision-making.
- Being the beneficial owner of the entity or of the economic transaction carried out.

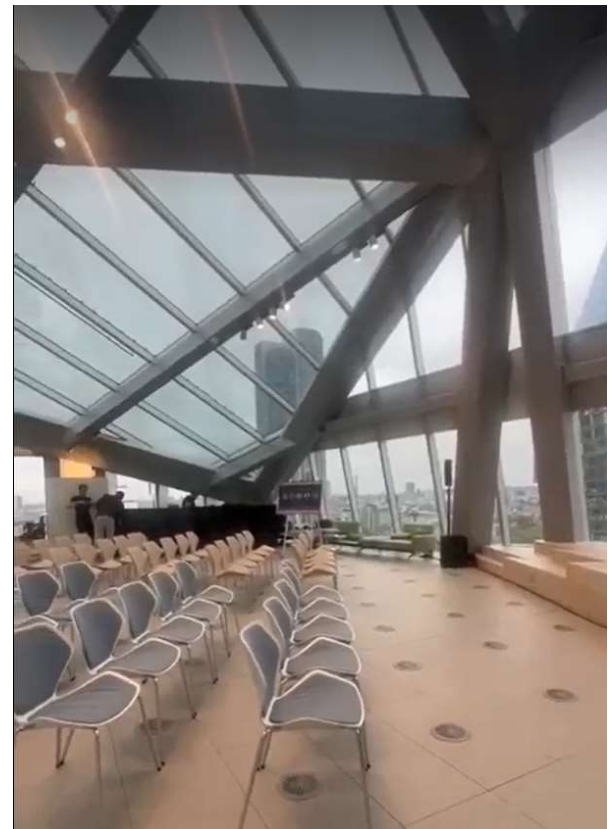


**Annex X – Venue pictures (Omdia HQ in 240 Blackfriars Rd.)**

Reception:

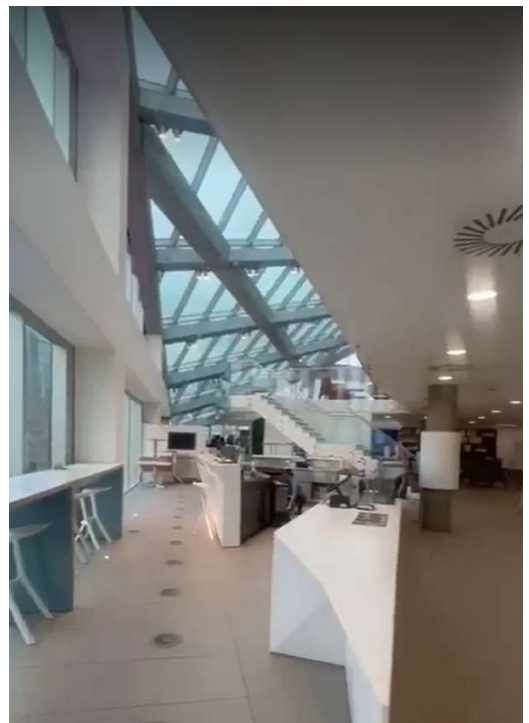


Conference room:





Bar & Cocktel area:



Bar counter & Kitchen

