

**CALL FOR A DRESSING TENDER AT THE FOLLOWING TRADE FAIR:
GAME DEVELOPERS CONFERENCE 2023**

The Economic and Commercial Office of the Embassy of Spain in Los Ángeles. in the name of ICEX SPAIN TRADE AND INVESTMENT, E.P.E., (from now ICEX), hereby convenes a tender for the construction, assembly, maintenance, and dismantling works of the Pavilion of Spain at the following International Trade Fair:

Trade Fair	Date	Venue	Estimated surface
GAME DEVELOPERS CONFERENCE 2023	20-24 March 2023	Moscone Convention Center San Francisco (USA)	800 sqft. (Approx. 74.32 sqm)

Tender bidding specifications (Taxes excluded)

ICEX is a Spanish institution based in Spain for all purposes.

The tenders should include a breaking down in which the price offered, and taxes must be clearly described and separated.

ICEX will evaluate the tenders on the basis of the offered prices, excluding taxes.

All tenders must be submitted in USD excluding VAT (taxes must be clearly described and separated).

Estimated surface: 800 sqft. (approx. 74.32 sqm.)

The price offered shall be of maximum 1,390 USD/sqm, expenses and any applicable taxes excluded.

The price tendered by the bidding company for the estimated net surface may not exceed USD 103,304.80 (one hundred and three thousand, three hundred and four US dollars with eighty cents – (1,390 USD/sqm x 74.32 sqm) taxes excluded. Any quotation exceeding this amount will be dismissed.

All tenders and dressing projects must be sent in **electronic format ONLY** to tenders@icex.es no later than **February 13th 2023** 14:00 hrs Los Ángeles local time.

Los Angeles, February 1st, 2022

ICEX Board of Directors

By Delegation (Resolution of September 30th, 2021 - BOE [Official State Gazette] of October 11st, 2021),

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Los Ángeles

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

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

A- GENERAL TERMS AND CONDITIONS

FIRST- Object

The object of this Tender is the selection of a Dressing Contractor who shall be awarded the execution of the construction, assembly, maintenance and dismantling works concerning the Pavilion of Spain at the following 2023 trade fair and the purpose of the same is to achieve the best ratio between price and quality, wherefore ICEX is entitled to award the Tender to that Dressing Company which, at its sole judgement and pursuant to the offer submitted, provides the best terms:

Trade Fair	Date	Venue	Estimated surface
GAME DEVELOPERS CONFERENCE 2023	20-24 March 2023	Moscone Convention Center San Francisco (USA)	800 sqft (Approx. 74.32 sqm)

If the trade fair organization decides to move the date of the show to a new date in 2023, postpone its celebration to 2024, or even cancel 2023 edition so that the show would be held in 2024, it will be understood that the established agreement between the successful Awardee of the tender and ICEX will be valid for the decoration of the Pavilion of Spain at the GAME DEVELOPERS CONFERENCE on those new dates.

Consequently, after signing the agreement, the contractor will not start any production work until ICEX gives the appropriate instructions once the definitive fair dates have been set. These instructions will be given sufficiently in advance so that all the works can be accomplished.

SECOND - Award Procedure

The selection of the awardee company of this Tender shall be conducted, pursuant to the internal regulations of ICEX, and following the application of objective criteria which are listed here below, based on the weighted values assigned to each of them.

CRITERIA	MAXIMUM POINTS
To be included in Document 3 Economic Offer /Budget <i>Most economical offer: maximum score. Rest of the offers: formula to be applied: "points per offer = (most economical offer price / each offer price) X maximum score per criteria"</i>	40
To be included in Document 2 Construction proposal associated with the tender design specifications. FLOORING (max. 4 points):	4
<ul style="list-style-type: none"> • Good quality and thickness of the proposed carpet. (1 point) • Range of available carpet colours (2 points) • Alternative flooring materials that improve carpet quality and performance (1 point) 	
To be included in Document 2 Construction proposal associated with the tender design specifications. STAND STRUCTURE (max. 9 points):	9
<ul style="list-style-type: none"> • Good quality finishing on walls without any visible joints or creases (max. 3 points) • Storage rooms with doors and joints as unnoticeable as possible (max. 3 points) • Drawings and details that show appropriate construction solutions applied for walls with embedded screens (max. 3 points) 	

To be included in Document 2 Construction proposal associated with the tender design specifications. GRAPHICS (max. 10 points):	10
<ul style="list-style-type: none"> • Quality and design of the overhead's Spain (max. 6 points) • Good quality of the wall graphics (max. 2 points) • Good quality lettering for company name, logo, and stand number (max. 2 points) 	
To be included in Document 2 Construction proposal associated with the tender design specifications. AUDIOVISUALS (max. 16 points):	16
<ul style="list-style-type: none"> • Bigger size of the screens at exhibitor's stands (max. 4 points) • Bigger size of the screens at tabletops (max. 4 points) • Bigger size of the screen at ICEX area (max. 4 points) • Construction solution that shows how the outlets, plugs and cables are hidden (max. 4 points) 	
To be included in Document 2 Construction proposal associated with the tender design specifications. ELECTRICITY AND LIGHTING (max. 12 points)	12
<ul style="list-style-type: none"> • Uniform appearance in light for general lighting, graphics, and overheads identification (max. 3 points) • Good design of the lighting shown through floorplans and drawings: <ul style="list-style-type: none"> - General lighting (max. 3 points) - Graphics lighting (max. 3 points) - Overhead's identification lighting (max. 3 points) 	
To be included in Document 2 Construction proposal associated with the tender design specifications. FURNITURE section (max. 9 points):	9
<ul style="list-style-type: none"> • Good quality of custom-made counters for stands (max. 2 points) • Good quality of custom-made counter for ICEX (max. 2 points) • High quality finish materials for counters (max. 1 point) • Good quality for table-top finish (Lacquered finish will be particularly valued) (max. 1 point) • Good quality tables (max. 1 point) • Good quality chairs (max. 1 point) • Good quality stools (max. 1 point) 	
TOTAL	100

Responses for information in Document 2 will be scored as follows:

0% of allocated points	Proposal simply states that the bidder 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

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 indicated below, in order and referring to the end of the proposal submission period. The supporting documentation of the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not beforehand.

- Greater percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, prioritizing in case of equality, the greater number of permanent workers with disabilities in the workforce, or the greater number of workers included in workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Greater percentage of women employed in the workforce of each of the companies.
- The tie if the application of the previous criteria had not given rise to a tiebreaker.

The successful bidder must submit together with the legal (financial) and technical specifications, the documentation set out in these Bidding Specifications (Annex 1 and Annex 2).

ICEX reserves the right to collect information on any incomplete aspects or questions that may arise from the bids submitted by the participating companies. Participating companies must correct the defects by the deadline indicated in each case.

Every Company taking part in the tender shall receive appropriate notice on whether ICEX has decided to award them the Contract or otherwise.

ICEX may consider that no bidders qualify for the award of the tender if following the bids and documents submitted these do not comply with minimum requirements like solvency of the Contractor, the technical project, its suitability or the prices quoted.

ICEX reserves the right to revoke the award at any time if the winning bidder fails to fulfil any of the requirements in the Call for Bids and the Terms and Conditions governing the tender.

The bidder with the highest score will be informed of the award as soon as possible.

THIRD - Award Sum

The price offered by the bidders shall include, among others, all expenses even those regarding fluctuations in exchange rates and cannot be modified during the period of the agreement and, if applicable, its extensions.

The price tendered by the bidding company for the estimated net surface may not exceed USD 103,304.80 (one hundred and three thousand three hundred and four US dollars with eighty cents - (approx. 1,390 USD/sqm x 74.32 sqm) taxes excluded.

Any quotation exceeding this amount will be dismissed.

This is an estimated cost; if the Sqm. or elements of the Pavilion vary, it will imply a variation of the cost, according to the price per Sqm. and element.

The amount specified in the tender, may not be varied or amended in any way by the Awardee, during the period of the Agreement and following extensions, unless express agreement thereon by the Parties.

The Price tendered must include all works regarding the construction, assembly, provision and connections of additional mechanisms and devices necessary to make all the equipment work, even those rented by the exhibitors such as refrigerated displays, audiovisual elements, etc, maintenance and disassembly of the Spanish Pavilion, as well as all expense items arising from transport from and to the site where the Fair is held, drayage and the necessary equipment for assembling and dismantling the Pavilion, warehousing and transport of loads within the Fair and rental of whatever other services are required within the Fair in order to execute the Agreement.

The price must also include:

- Set up, maintenance and dismantling labours, supervisor labours, Truckage charges, disposal costs, management fees, or the production and hanging labour (installation and dismantling) of all the hanging elements if required.

- Electricity and Power supply. All electrical and pipe installations work from source of supply at the exhibition (even if these works must be carried out solely by the Organiser's official contractor of the Fair).
- Wi-Fi service for the entire Pavilion.

No additional extra costs will be accepted.

FOURTH – Estimated Contract Value

The **estimated value of the contract** considers the value of the first contract and the value of four possible extensions and amendments

According to the latter, **the estimated total contract value** of these contracts is **537,184.96 USD, taxes excluded**, which includes the following amounts:

- Main contract maximum budget: 103,304.80 USD
- First extension maximum budget: 103,304.80 USD
- Second extension maximum budget: 103,304.80 USD
- Third extension maximum budget: 103,304.80 USD
- Fourth extension maximum budget: 103,304.80 USD
- Amendments (20%) 20,660.96 USD

Possible modifications in the contract price may be due to a change of location or venue or a change in the program of needs of the institutional stand or company stands.

Likewise, modifications may be carried out when necessary due to unforeseen and unforeseeable circumstances, provided that their cost does not imply a variation in the contract price of more than 50%.

In all cases, the successful bidder shall provide in writing, at ICEX's request, the technical, economic and other conditions prior to making any modification to the contract. The modification must be approved in advance by ICEX and formalized in the corresponding contract.

FIFTH. - Price and Payment Arrangement

ICEX will satisfy the amount specified in the tender in instalments. The first instalment of 50% of the estimated total price is due upon signature of the contract and CONTRACTOR'S presentation of the corresponding invoice.

The second instalment corresponding to the remaining 50% of the total price agreed will be paid within thirty (30) days after the conclusion of the fair upon presentation of the corresponding invoice, issued USD, and once it has been verified that the CONTRACTOR has fully complied with each and every obligation set forth herein, in particular, those concerning the dismantling of the Pavilion and ICEX's officer at the Tradeshow has given his prior approval to the works done.

Administrative requirements for billing- Invoicing details:

All invoices must be billed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278
E-28046 Madrid (Spain)

And dispatched to:

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office
1900 Avenue of the Stars, Suite 2430
Los Angeles, CA 90067
VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

SIXTH. - Procedure-

This briefing will be circulated to multiple Companies. And will be published on the Trade Commission of Spain in Los Angeles website: <https://www.icex.es/icex/es/navegacion-principal/todos-nuestros-servicios/informacion-de-mercados/paises/navegacion-superior/nuestras-oficinas/ofecomeslosangeles.html?idPais=US>

The Companies interested in bidding may contact ICEX (tenders@icex.es) with any questions about the brief up (February, 9th), at 5:00 PM, Madrid Time.

Please note that any expenditure incurred by candidate Companies in the preparation of the proposals presentation and quotes 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 Company express acceptance of all the points contained in this briefing.

The proposal needs to be sent via email to tenders@icex.es (February 13th) at 14:00 Los Angeles Time.

All files should not exceed 4mb in size if sent as attachment; should files be larger, use a file transfer service, which you have verified works.

The proposal will need to be presented in English, electronically as a pdf and where appropriate, use Excel for numbers.

All competing Companies submitting a proposal should be aware that ICEX Legal Services will review the documentation submitted to ensure that they comply with the requirements of this brief.

After verifying compliance with the Company requirements (see Document 1), the technical offer (work proposal see Document 2) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer (see Document 3) will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made within an estimated period of four weeks from the published proposal due date. The decision will be officially notified via email, 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 Company concerned.

IMPORTANT: Proposal submission must be divided into 3 separate documents detailed as follows:

All the documentation shall be submitted only in ELECTRONIC FORMAT.

- Document 1: LEGAL DOCUMENTATION TO BE SUBMITTED

The Tenders shall provide detailed information about their companies with reference to the following items:

- Legal status, structure, size (turnover, number of employees).
- All competing bidders will be required to provide a solvency report in order to proof that the annual volume of business, referred to the best exercise within the last three available depending on the dates of constitution or start of activities of the bidder and submission of offers, is equal to or greater than 57,928.00 USD.

- Mention of other dressing projects in which they have been involved in the last three years, with special stress on dressing projects for National Pavilion at Trade Fairs.
- As well as a Letter of acceptance signed by a legal representative of the company whereby, they accept each and every term and condition set out in this Call for a Dressing Tender and its Bidding Specifications.

- Document 2: TECHNICAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the bidders:

- Plans of the proposal of the furniture and stands, including ground plans, elevations with dimensions, and overall perspectives to show a proper comprehension of the project.
- Project specifications, including finishes, materials and building processes. These specifications must take into consideration the aspects indicated in the “Specifications of Works”.
- Construction details of all the main elements of the project, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions
- Photographs of the furniture.
- Perspectives and/or 3D computer graphics to show a proper comprehension of the project.

The formats indicated above are mandatory.

- Document 3: Economic proposal must be in (USD). The attached Excel file (“Economic Offer”) must include the details of said proposal.

ICEX will evaluate tenders based on the offered prices, excluding taxes.

The tenders should include a breakdown in which the price offered, and taxes are clearly separated.

Proposals exceeding the maximum available budget 57,928.00 USD, taxes excluded, will not be considered.

SEVENTH. -Entering into an Agreement

The legal relationship between the successful Awardee of the tender and ICEX shall be recorded following the execution of an Agreement. Prior the signing of this Agreement, the Awardee must submit within the terms established for the same, the documentation foreseen in the Schedule of these Bidding Specifications (Annex 1 and Annex 2).

EIGHTH - Extension of the Agreement

In order to uphold the institutional image of Spain at International Trade Shows or Fairs, ICEX hereby reserves the right to extend this Agreement with the Awardee for the following four (4) editions regardless the date of execution without convening a new tender.

The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension.

NINETH– Force Majeure or Restrictions imposed by the Fair Ground Authorities

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of this Contract that bring their cause in cases of *force Majeure* or restrictions imposed by the Fair Ground Authorities. The duties of this Contract will be considered suspended while the situation of *force Majeure* or trade fair 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 trade fair restriction extends in time until 2024, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

TENTH - Cancellation or Postponement of the Fair

In the event that the Tradeshow is not held or takes place only online, or the Pavilion is cancelled, ICEX shall solely satisfy the expenses incurred by the CONTRACTOR as from the date of award of this contract (and in connection with the same) until the date of formal notice of this circumstance by ICEX. In order to be reimbursed, the CONTRACTOR shall previously submit all documentary invoices of the expenses incurred up to that date.

ELEVENTH. -Execution of the Agreement

ICEX Project Manager is ultimately responsible for setting up the Pavilion. In the absence thereof, the Coordinator or Manager of the Pavilion will have ultimate responsibility. Any specific requests made by the exhibiting companies shall be responded to after consulting Project Management. The successful bidder shall not, under any circumstances, respond directly to oral requests, which must be addressed to: losangeles@comercio.mineco.es.

All construction, assembly and dressing work, in connection with the Pavilion, must be completed twenty-four (24) hours before the Trade Fair Opening at latest except in the event of force *Majeure* or restrictions imposed by the Fairground Authorities. The last day of such works shall be devoted to cleaning tasks in general and attention to stands.

Every stand must be completely cleaned before the arrival of the exhibitors, once again, the stands must be completely cleaned one (1) hour before the opening, being this the sole responsibility of the Contractor. The successful bidder shall also be responsible for compliance of all regulations established by the venue's Regulations regarding any dumpsters needed for the removal of any materials, as well as for the removal of the materials itself after the closing of the show. This must be included in the overall price.

All works must be conducted pursuant to the technical specifications set out in these bidding specifications (Section B) and with adequate materials/furniture and finish, whereby faulty or low-quality materials shall not be acceptable.

The Awardee is likewise obliged to dismantle the stands within the term and provisions contemplated in the Regulations of the Enclosure, as well to the instructions given by ICEX or its representatives at the Trade Fair.

TWELFTH - Obligations of the Contractor

The Contractor shall be responsible for compliance of all technical regulations established by the Trade Fair Regulations, and to submit them layouts needed for approval as well as for the payment of the deposits asked by Organisers to allow the works at Exhibition Hall that have to be included in the Tender price.

The Contractor shall avail itself of the necessary human and technical resources in order to meet its obligations. In the event that the Contractor subcontracts any of the works herein assigned to the latter, only the Contractor shall be held liable to ICEX, without recourse to the subcontracting company.

Likewise, the provisioning of services and obtaining the necessary permits and authorisations and insurance required to undertake the assembly, dressing and dismantling works concerning the Pavilion shall be fully met by the Contractor. In any event, the Awardee must take out a civil liability insurance which covers any claims filed following personal or property damages or losses suffered by workers, exhibitors, visitors or any other person during, or as a consequence, of the assembly, dressing or dismantling of the Pavilion. All costs arising from these items must be set out in the financial tender submitted.

The Contractor hereby undertakes that throughout the assembly process of the Pavilion, it shall appoint a person vested with sufficient capacity to order the changes which may be required following unforeseen or uncomfortable circumstances during the assembly process.

The Contractor shall likewise provide ICEX with the number of workers required in order to help the exhibitors during the afternoon previous to the Trade Fair inauguration and the morning in which the Trade Fair has been inaugurated and at least two (2) members of its "in-house" personnel to ensure "on-site" proper maintenance

of the Pavilion throughout the Tradeshow.

ICEX is entitled to amend or cancel specific items and in that event the Contractor shall be notified of the foregoing sufficiently in advance.

THIRTEENTH – Subcontracting

The contractor will not be allowed to subcontract any of the works assigned hereof, unless ICEX previous authorization. In that event, exclusively the contractor will be held liable before ICEX for the works or omissions of the subcontracted company.

FOURTEENTH- Ownership of the Designs

All designs used in the Spanish Pavilion are the proprietary ownership of the ICEX, and may not be reproduced, copied or used by the Contractor for any other clients or projects.

FIFTEENTH- Health and Safety at Work

The Awardee shall be responsible for compliance of all industrial, health and safety regulations established by the legislation of the country in which the Trade Fair is held and by the Regulations of the Enclosure.

SIXTEENTH – Penalties

16.1 Assembly

ICEX may impose penalties following an inadequate or poor finish, the use of faulty or badly preserved materials, and in general, for any assembly deficiencies. Such penalties shall be reckoned pro rata to the damages caused.

Any delivery delay on the agreed schedule (24 hrs before each one of the Trade fair Openings) shall entail a 4% penalty on the total amount of the Agreement for each of the first six (6) hours or fraction of an hour, with an additional 10% surcharge from the seventh to the twelfth hour. Should the delay exceed twelve (12) hours, ICEX shall study the appropriate penalty thereon, which in no event shall be more than the result of applying 50% to the total consideration of the Agreement.

In the event that the works are not completed when the opening of the Fair takes place, ICEX may, notwithstanding the penalties foreseen in the foregoing paragraph, claim damages from the Contractor (likewise referred to as the Awardee).

When delay in completion of works is due to any breach of the Trade Fair Regulations, the penalty system abovementioned shall be enforced.

If all the required elements of the stands are not made available to the participants in due time and manner, ICEX is entitled to apply the penalties it deems appropriate, and ICEX reserves the right to lease such elements to third parties.

16.2 Dismantling

ICEX may establish penalties in the event of an inadequate dismantling and withdrawal of the elements used in connection with the decoration of the Pavilion, pursuant to the Fair Grounds Regulations thereon pro rata to the damages caused.

Breach of the dismantling schedule as set out in the Fair Grounds Regulations shall entail the application of a penalty to be determined by ICEX which in no event shall be less than 10% of the aggregate consideration for the Agreement.

SEVENTEENTH – Termination

ICEX is entitled to terminate this Agreement following a breach of the Dressing Contractor of any of its contractual obligations, in addition to any claim for damages and legal remedies which may be available.

EIGHTEENTH – Modification 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. For these purposes, those whose cost implies a variation in the contract price of more than 20% will be considered a substantial modification.

Possible changes in the contract price may be due to a change in the fair location or to new functionalities in the program of needs and / or equipment of the institutional stand or company stands, the inclusion of elements that reinforce the signage at height, which it may be necessary to introduce in this or the next four (4) editions of this fair if the contract is extended.

In this case, the successful tenderer will provide in writing, at the request of ICEX, the technical, economic and other conditions, before carrying out any modification to the contract. The modification must be previously approved by ICEX and formalized in the corresponding contract.

Likewise, modifications may be carried out when necessary due to unforeseen and unforeseeable circumstances, provided that their cost does not imply a variation in the contract price of more than 50%.

NINETEENTH– Procurement Board

Appointed members of the Procurement Board for purposes of this tender will be:

President*	Pablo Conde	Director Moda, Hábitat e Industrias Culturales
Substitute	María Teresa Ezama	Jefe de Departamento Audiovisuales
Member	Diana Bueno	Jefe de Sector de Audiovisuales
Substitute	Paula Sánchez Toribio	Jefe de Sector Audiovisuales
Member	Pablo Barea	Head of Department of Film, TV, Video Games, and Cybersecurity at the Trade Commission of Spain in Los Angeles
Substitute	Senin Carbia	Head of Department of Energy, Aerospace, and Smart Cities at the Trade Commission of Spain in Los Angeles
Member	Senin Carbia	Head of Department of Energy, Aerospace, and Smart Cities at the Trade Commission of Spain in Los Angeles
Substitute	Pablo Barea	Head of Department of Film, TV, Video Games, and Cybersecurity at the Trade Commission of Spain in Los Angeles
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Pablo Jorge	Member of the Procurement Department. ICEX Headquarters

TWENTIETH - Applicable Legislation

Dressing works shall be governed by the terms of the Agreement entered into between the awardee Contractor Company and by the tender specifications, which shall be incorporated to the same, and in default of the above, the Spanish legislation shall be applicable.

TWENTIFIRST – The Recovery and Resilience Mechanism

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 2 of Component 25.

TWENTY SECOND. - Jurisdiction

In order to solve any dispute, disagreement, issue or claim which may arise from the performance or construction of the Dressing Agreement executed with the successful Awardee of this tender, the matter will be referred to the ordinary Courts. The parties, renouncing the jurisdiction that may correspond, expressly submit to the Courts of the city of Madrid.

Los Ángeles, February 1st, 2023

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

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Los Ángeles

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.

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

Trade Fair	Date	Venue	Estimated surface
GAME DEVELOPERS CONFERENCE 2023	20-24 March 2023	Moscone Convention Center San Francisco (USA)	800 sqft (Approx. 74.32 sqm)

B- SPECIFICATIONS OF WORKS:

The Awardee shall be responsible for compliance of all technical regulations established by the Trade Fair Regulations, and to submit them layouts needed for approval as well as for the payment of the deposits asked by Organisers to allow the works at Exhibition Hall that have to be included in the Tender price.

All materials used in the stand construction must be properly fireproofed in accordance with local regulations.

The plans attached (in document “GDC23 Drawings”) are only indicative. A final layout will be sent, if necessary, to the awardee in good time before the dates of the Show. The modifications will be made by the contractor at no extra cost.

The tender should include:

- A sufficient number of layouts and views to show a proper comprehension of the project, prepared by the tenderers.
- Construction details of all the main elements of the project, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions.
- Photographs of the proposed materials and systems.
- Pictures and specifications of the proposed furniture and lighting fixtures.

The Pavilion of Spain project has the intention to enhance the presence and image of Spain and the Spanish firms, and to serve as a platform for every exhibiting company to freely customize its image inside its own space.

The stand has 3 different areas:

1. Exhibitor’s stands
2. Tabletops
3. ICEX area

FLOORING

The **whole surface** of the Pavilion will be covered with carpet without padding in 2 colours:

1. Black or other colour for Exhibitor’s stands and Tabletops
2. White or other colour for ICEX area

In order to protect the floor materials, a cover will have to be installed over them prior to installation of the exhibits. Works to remove the cover before the opening ceremony must be included in the overall price, as well as works to remove all floorings after the show closes and all relevant work costs related to the floorings.

- ❖ A picture and colour options of the proposed carpet/flooring material should be included in the bid.

The following will be highly valued in the FLOORING section (max. 4 points):

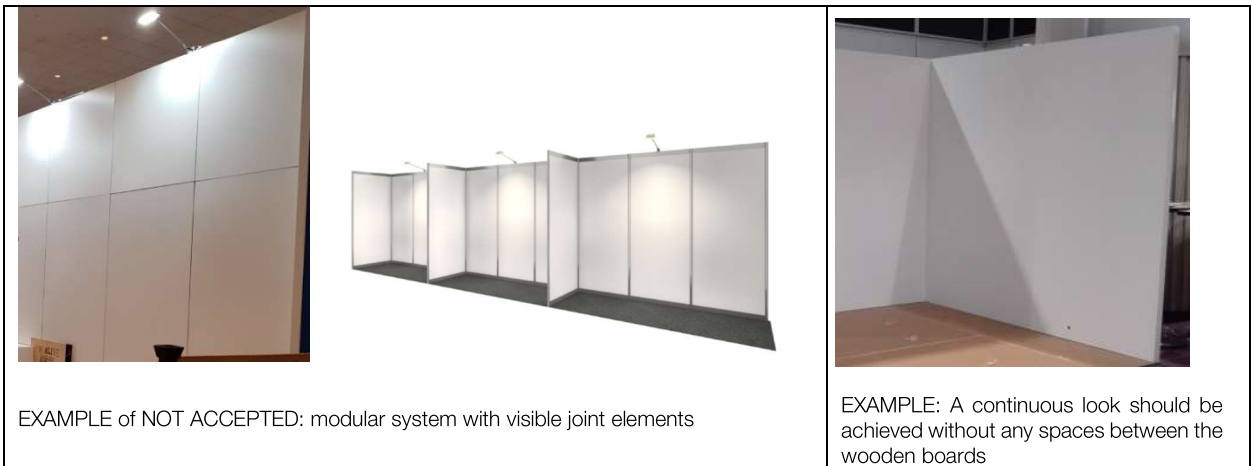
- Good quality and thickness of the proposed carpet. (1 point)
- Range of available carpet colours (2 points)
- Alternative flooring materials that improve carpet quality and performance (1 point)

STAND STRUCTURE

1. Exhibitor's Stands

There will be at least 1 exhibitor stand but might be more than one. Stands of approximately 9 sqm each. Every 9sqm will have:

- Walls
 - o Walls approx. 8' high (approx. 2,44m)
 - o Walls should have a continuous look, without visible joints or creases
 - o The walls might be completely covered with graphics



- Graphics (Please refer to the “GRAPHICS” section)
 - o Graphics completely covering the walls
 - o Cut out vinyl with company name, logo, and stand number
- Furniture (Please refer to the “FURNITURE” section)
 - o One round table, diameter 80 cm
 - o Four chairs
 - o One tabletop with one stool (see description in the tabletop section)
 - o One 5 AMP / 500 Watt electrical outlet. Embedded in floor or wall
 - o Screen min. 50” with HDMI and USB. Cables must be hidden. The screen will be embedded in the approx. 40 cm thick wall
 - o One wastebasket
 - o One lockable cabinet
- Wi Fi login for one device
- Storage rooms
 - storage room with:
 - Heavy duty shelves

- 1 Fridge
- 1 lockable cupboard
- Capsule 's Coffee machine (provision of capsules, sugar, milk capsules and wood spoons)
- All the necessary electrical connections, for the aforementioned equipment, will be needed.

2. Tabletop's area

6 units. Each unit will have:

- Approximately 4,5 sqm area
- Walls
 - o Walls 8´ high (approx. 2,44m)
 - o Walls should have a continuous look, without visible joints or creases
 - o The walls might be completely covered with graphics
- Graphics (Please refer to the "GRAPHICS" section)
 - o Graphics completely covering the walls and front of tabletops
 - o Cut out vinyl with company name, logo, and stand number
- Screen min. 50" with HDMI and USB. Cables must be hidden
- One gaming computer connected to screen. With mouse and keyboard. **Very important:** ICEX will provide the contractor with the specifications of each of the computers for the tabletop, as detailed by the exhibiting companies and they will be a minimum of:

1. OS: Windows 10 64-bit. With admin user

2. Computer Processor Unit:

- i7
- Intel Core i7-6700K
- or Intel i7-9700K
- or AMD Ryzen 7 1800X
- or 12 cores 3.8-5GHz (Intel i7 12700KF)
- or Intel Core i3-6100 @ 3.7GHz
- or AMD Athlon X4 880K @4GHz

3. RAM: 32 GB

4. Ports: USB 3.0 and DisplayPort

5. Graphics:

- 1080TI
- or GeForce 2070
- or (6GB VRAM) Nvidia GeForce GTX 1060 / AMD RX 570 (8GB)
- or Nvidia 3070
- or Nvidia GTX 660 2GB
- or AMD Radeon HD 7850 2GB
- or Nvidia GEFORCE GTX 1080 Ti
- DirectX: Version 11

6. 40 GB or more free in hard drive

7. Mouse with 2 buttons and scroll

8. 1 XBOX controller

9. Programs: Oculus

- One table top dimensions approx. 157 x 50 cm
- Two stools
- One 5 AMP / 500 Watt electrical outlet
- One wastebasket
- Wi Fi login for one device

3. ICEX area

- Walls
 - a. Walls 8' high (approx. 2,44m)
 - b. Walls should have a continuous look, without visible joints or creases
 - c. The walls might be completely covered with graphics
- One big screen, dimensions min 72"
- Wi Fi login for one device
- One counter "L" shape for 2 attendants furnished with shelves and lateral hanging hook. The lower part will have a space to store (shelves) that won't cause any annoyance with the attendants seating position on the high stools
- 3 High stools
- 2 paper bins
- 1 x double standard socket
- Graphics (Please refer to the "GRAPHICS" section). Graphics completely covering the walls
- Networking area with:
 - o At least 4 sets of 1 table+ 4 chairs.
 - o 2 x 2 double standard sockets for each table
- Bar area with:
 - o At least 3 sets of bar table + 2 bar stools
 - o 1 bar counter
 - o 1 storage room with heavy duty shelves

The following will be valued in the STAND STRUCTURE section (max. 9 points):

- Good quality finishing in walls without any visible joints or creases (max. 3 points)
- Storage rooms with doors and joints as unnoticeable as possible (max. 3 points)
- Drawings and details that show appropriate construction solutions applied for walls with embedded screens (max. 3 points)

4. Internet area

- One Counter for 1 computer (laptop) with 1 stool.
- The provision of 1 Computer (laptop) completed connected and prepared to work with (power supply, connected with the printer and with ADSL Internet service working).
- Supply of Internet (ADSL) network with two connections: one connection for the aforementioned computer, and the second one available for an additional computer (coming from exhibitors).
- One printer/photocopy machine (multifunction), conveniently connected with the requested Laptop, ready to work with.
- All the necessary electrical connections for the aforementioned equipment.

GRAPHICS

The Awardee company will be responsible of the production of all graphic material as well as the necessary workforce for their correct positioning. The awardee company will submit for approval a print proof to Ices before printing all the graphics. The awardee will be responsible of printing the images. ICEX will provide to the awardee company the artworks, in order to work on the final layouts, final prints, and correct installation of the aforementioned artworks.

Graphics should have a continuous look, without visible joints or creases

OVERHEAD'S INSTITUTIONAL IDENTIFICATION (SPAIN)

Truss structure suspended from the ceiling to locate the Spanish pavilion with the word SPAIN in English and Spanish.

WALL GRAPHICS

- Exhibitor's stands
Graphics completely covering the walls
- Tabletops
Graphics completely covering the walls
- ICEX area
Graphics completely covering the walls
Logo in counter

EXHIBITOR'S SIGNS

Cut out vinyl with company name, logo, and stand number

- Exhibitor's stands
 - o Cut out vinyl with company name, logo, and stand number
- Tabletops
 - o Cut out vinyl with company name, logo, and stand number
- ICEX area
 - o Graphics with company names, logos, and stand numbers
 - o Logo in counter

The following will be valued in the GRAPHICS section (max. 10 points):

- Quality and design of the overhead's Spain (max. 6 point)
- Good quality of the wall graphics (max. 2 points)
- Good quality of lettering for company name, logo, and stand number (max. 2 points)



GRAPHICS EXAMPLE: A continuous look should be achieved without any joints

AUDIOVISUAL

1. Exhibitor's stands
 - o Screen min. 50" with HDMI and USB. Cables must be hidden
2. Tabletops
 - o Screen min. 50" with HDMI and USB. Cables must be hidden
3. ICEX area
 - o One big screen, min. dimensions 72"

The following will be valued in the AUDIOVISUALS section (max. 16 points):

- Bigger size of the screens at exhibitor's stands (max. 4 points)
- Bigger size of the screens at tabletops (max. 4 points)
- Bigger size of the screen at ICEX area (max. 4 points)
- Construction solution that shows how the outlets, plugs and cables are hidden (max. 4 points)

ELECTRICITY AND LIGHTING

The awardee company will be responsible for the installation of both general and more specific lighting, ensuring adequate lighting, avoiding shades and guaranteeing cold and white colour light.

1. General lighting
All the stands must be well lighted, with enough light in working areas
2. Graphics lighting
The graphics must be well lighted avoiding shadows. Backlight for the graphics will be specially appreciated
3. Overhead's identification lighting

The overhead institutional identification must be well lighted

All items relating to the electricity must be hidden and, in passageways, have indicating signs and be protected.
The contractor will carry out all subsequent procedures with the official contractors and coordinate with them.

Beyond the aforementioned main electrical works, the labour to install, assemble, connect and hang all the lights must be included in the tender.

The contractor will be in charge of (and will be held responsible for) the electrical fittings and ordering of the general supply power. All power and electricity costs must be included in the Tender. ICEX will provide the Contractor with the electrical requirements, and the Contractor will carry out all work related with power installations starting from the general supply points and will provide all the necessary spotlights, display lighting general lighting, power points and labour. The contractor will also carry out subsequent procedures with the official contractors and coordinate with them.

The following will be valued in the ELECTRICITY AND LIGHTING section (max. 12 points):

- Uniform appearance in light for general lighting, graphics, and overheads identification (max. 3 points)
- Good design of the lighting shown through floorplans and drawings:
 - General lighting (max. 3 point)
 - Graphics lighting (max. 3 point)
 - Overhead's identification lighting (max. 3 point)

FURNITURE

Furniture for:

1. Exhibitor's stands. Each stand must have:
 - One round table, diameter 80 cm
 - Four chairs
 - One stool
 - One wastebasket
 - One lockable cabinet
2. Tabletops. Each tabletop unit will have the following furniture:
 - Table top dimensions approx. 157 x 50 cm
 - Two stools
 - One wastebasket
3. ICEX area
 - One Counter "L" shaped for 2 attendants furnished with shelves and lateral hanging hook. The lower part will have a space to store (shelves) that won't cause any annoyance with the attendants seating position on the high stools
 - 3 High stools
 - 2 paper bins.
 - Networking area with at least 4 sets of 1 table+ 4 chairs.
 - Bar area with at least 3 sets of bar table + 2 bar stools and 1 bar counter

The following will be valued in the FURNITURE section (max. 9 points):

- Good quality of custom-made counters for stands (max. 2 points)
- Good quality of custom-made counter for ICEX (max. 2 points)
- High quality finish materials for counters (max. 1 point)
- Good quality for tabletop finish (Lacquered finish will be particularly valued) (max. 1 point)
- Good quality tables (max. 1 point)
- Good quality chairs (max. 1 point)
- Good quality stools (max. 1 point)

WIFI service for the Pavilion

The Contractor will be in charge of taking the provision and installation of Wi-Fi service for the entire Pavilion.

Labour to install and connect Wi-Fi service must be included in the tender along with the cost of service provision. The description of that service (including Wi-Fi routers units and range) will be necessary.

MISCELLANEOUS

Cleaning

Every stand must be completely cleaned before the arrival of the exhibitors, once again, the stands must be completely cleaned one (1) hour before the opening, being this the sole responsibility of the Contractor.

The successful bidder shall also be responsible for compliance of all regulations established by the Trade Fair Regulations regarding any dumpsters needed for the removal of any materials, as well as for the removal of the materials itself after the closing of the Trade Fair. This must be included in the overall price.

Miscellaneous

Graphics produced by the contractor shall be included in the Tender. Final artworks to be provided by ICEX.

The successful bidder will provide a first aid kit for the Spanish Pavilion. If the trade show organization requires sanitary measures for COVID prevention, those will also be included.

The successful bidder will supply all fire extinguishers required to comply with the relevant trade fair regulations. They will all be certified as full and carry the expiry date.

Furthermore, the decorator undertakes to pay any fee arising from performance of work outside hours at the trade fair, and any other fee that the trade fair organization might request, both at the beginning and at the end of the trade fair which are not included in these specifications.

All items relating to the electricity and water supply, drains and compressed air must be hidden and, in passageways, have indicating signs and be protected.

Layout plans are only indicative. Tenderers should work on a fictional spaces to develop the proposals. Layouts of the Fair are not still available.

A final layout will be sent, if necessary, to the successful bidder in good time before the dates of the Show. The modifications will be built by the contractor at no extra cost.

Los Angeles, February 1st, 2023

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

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Los Ángeles

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.

ANNEXES

ANNEX 1 – LEGAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the successful bidder:

Certificate of Public Liability insurance or a third part risk coverage as per Clause TWELFTH of these Bidding Specifications and in accordance with the requirements settle in the Trade Fair Regulations.

ANNEX 2 – TECHNICAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the successful bidder:

The successful bidder shall submit, 15 days before formalizing the contract, a complete project plan for setting up the trade fair. For this purpose, ICEX shall provide in good time the final layout of the Spanish Pavilion, the list of companies taking part in the trade fair and the regulations of the Trade Fair Organization.