



SPAINFASHION LAB MANAGEMENT BRIEF

ICEX Spain Trade and Investment, E.P.E. (ICEX), represented by the *Economic and Commercial Office of the Embassy of Spain in Sydney* invites qualified PR/Sales/Event Management Agencies to submit a proposal to support the *Economic and Commercial Office of the Embassy of Spain in Sydney*, the Client, in the management of the Spanish goods showroom and exhibition (B2B), SPAINFASHION LAB in Sydney in November 2024.

ICEX is a public business entity ascribed to the Ministry of Economy, Commerce and Business of the Government of Spain, via the Department of Trade, whose mission involves promoting the internationalisation of Spanish companies.

| | | |
|-----|------------------------|---|
| 1.- | Contracting Authority: | ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. Q2891001F- |
| 2.- | Case Number: | X072-01-2024 |
| 3.- | Scope of the contract: | To appoint a PR/Sales/Event Management Agency to plan, organise and manage an exhibition for Spanish brands (B2B), “Spainfashion Lab” in the format of a small-scale trade show with individual exhibiting space for the participating brands in November 2024. The event will promote an image of the highest quality, authenticity, craftsmanship and sustainability for Spanish brands and generate excitement for Spain’s fashion, shoes and leather goods among trade professionals. |
| 4.- | Submission of tenders: | The three separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by July 10th, 2024, at 5pm (Sydney time) ; July 10th at 9am (Madrid time) All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. |



SPANISH
EMBASSY



ICEX España
Exportación
e Inversiones

ECONOMIC AND
COMMERCIAL OFFICE
SYDNEY

INDEX

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



TERMS OF REFERENCE

1. SCOPE OF THE CONTRACT

To appoint a PR/Event Management Agency to define, design, plan, organise and manage an **exhibition in November 2024 for Spanish brands, “Spainfashion Lab”** in the format of a small-scale trade show with individual exhibiting space for the participating brands.

We envisage the participation of 8-10 Spanish companies, and it is tentatively scheduled for the second week of November (Wednesday, Thursday and Friday).

The target audience will include:

- Fashion importers, distributors, department stores, retailers, and primary fashion boutiques (including footwear, accessories, and leather goods): primary.
- Media (secondary)

2. CONTRACT AND JURISDICTION

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

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

3. AGENCY PROFILE AND STAFFING REQUIREMENTS

3.1 Agency profile

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

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

- The Agency must have the human and material resources necessary for the successful execution of the campaigns outlined in this brief.



- Agencies that do not include all needed and requested documentation in their offer / proposal that meets all the Agency profile requirements, will be excluded.

3.2 Agency staffing

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

The Agency must assign a minimum of 3 different people for this project: a Team Leader or Account/Sales/Event Director; a Publicist, PR professional, Account Manager or Events Manager or equivalent; and an Assistant, Account Coordinator, or equivalent.

Requirements:

Team Leader/Account/Sales/Event Director

Minimum of 5 years of experience in the fashion industry

Excellent communication skills

Strong organisational skills

Publicist/PR professional/Account Manager/Events Manager or equivalent

Minimum of 2 years of experience in marketing, public relations or events

Strong understanding of social media

Excellent communication abilities

Expertise in content development

Assistant/ Account Coordinator or equivalent

Minimum of 1 year of experience in a supporting role, administration or similar

Excellent communication and interpersonal skills

Good planning, organisational and time management skills



3.3 Agency financial requirements

All competing agencies will be required to demonstrate an annual turnover of at least 100,000 Australian dollars- in the best of the last 3 (three) years (2021, 2022 and 2023).

4. AGENCY RESPONSABILITIES

- Compilation and management of the guestlist (database of key buyers, importers, distributors, business owners of fashion boutiques and other attendees)
- Production, mail out and follow up on invitations
- Production of a digital catalogue and media coverage in specialised press
- Secure and rent a suitable venue in Sydney. The Agency will be responsible for all the aspects of the hire and must include in its offer the cost of leasing a suitable space for the exhibition. Should the Agency present its own showroom, it will be responsible for everything that might be needed for the event.
- Hire of all necessary furniture, display materials and decorative elements
- Facilitate a designated hospitality area and/or catering in the venue
- Liaise with all service suppliers
- Provide suitable insurance for the duration of the event
- Liaise with the exhibiting brands for samples and stock purposes (if necessary)
- Full management of the event on the day. The Agency will be required to deal with the delivery of samples to venue and will be required be on site for the setting up, conducting, and dismantling of the event. The Agency will have to manage any issues that might arise, liaising with exhibitors and visitors as required
- Generate press attendance at the event to maximise post-event press coverage among the relevant press and social media.
- Garbage removal and daily cleaning of the exhibition space
- Production of a post-event report before the end of December 2024



5. BUDGET

The maximum available budget of the 2024 edition for both exhibitions for the contract is **70,900 Australian dollars** (including all expenses and Agency fees but excluding GST)

The economic proposal will be evaluated based on the offered price, excluding taxes, which must be clearly indicated separately in the economic offer.

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

Estimated contract value: The estimated total contract value of this event, i.e., value of the contract, is **70,900 Australian dollars**, inclusive of Agency fees and expenses of third parties, and excluded of any applicable taxes.

6. TERM

The described services in the contract will run from the date the agreement is signed by both parties until 30th December 2024. The contract is expected to be signed in 2024. Once the contract expires, there is no possibility of extension.

7. INVOICING AND PAYMENTS

Invoices should be addressed to:

EMBASSY OF SPAIN ECONOMIC AND COMMERCIAL OFFICE – ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E. (Q2891001F)

But dispatched to:

Economic & Commercial Office, Embassy of Spain
408/203 New South Head Rd, Edgecliff NSW 2027

The Agency invoice will contain the following elements:

Company letterhead / logo
Address
Date
Invoice number
Corporation number
Description of the item/s



Total amount due

- No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval of the Client.
- The assignment of the contract is not allowed.
- Payment currency. Payments to the Agency will be made in the currency of the Contract, which is AUD (Australian dollars). Any currency exchange costs will be borne by the Agency.
- Payments to offshore accounts. Payments to bank accounts of the Agency located offshore from Australia will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the Agency.
- The Agency must send the invoice to the Client as soon as possible after the exhibition. Payment will be made within maxim of 45 days of the invoice receipt.

8. PROCEDURE

This briefing will be circulated to multiple agencies and will be published on the website of the Economic and Trade Office: <https://www.icex.es/es/quienes-somos/donde-estamos/red-externo-de-comercio/au/inicio.html>

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

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

The proposal needs to be sent via email **only and exclusively** to tenders@icex.es by; July 10th 2024 at 9am (Madrid Time).

Files should not exceed 4MB in size if sent as attachment. A file transfer service should be used for larger files. The interested agencies may contact ICEX with questions about this brief at tenders@icex.es up to July 8nd, 2024, at 5pm (Sydney time)

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



All competing agencies submitting a proposal should be aware that ICEX will first review the documentation submitted by each Agency to ensure compliance with the requirements of this brief. After verifying their compliance with these prerequisites, the technical offer (work proposal) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made as soon as possible and 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 Agency concerned.

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

DOCUMENT I. Economic and technical solvency. PDF file

- ✓ **Acceptance letter.** All competing agencies 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.
- ✓ **Letter confirming that the designated staff fulfils the requirements established in the briefing (without any reference to the names or CVs of the members of the staff).**
- ✓ **Agency solvency report.** provide showroom and PR projects of similar scope to demonstrate ability to execute the requested work.
- ✓ **Financial accounts** for the best of the last three years (2021; 2022; 2023) in order to meet fiscal solvency criteria.

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

DOCUMENT II. Technical Proposal. PDF file

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

The offers must include a proposed **action plan** with a detailed breakdown of the actions.



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

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

DOCUMENT III. Economic Proposal. PDF file

- ✓ **Economic proposal (The Agency price for work requested and proposed stated in Australian dollars). Taxes, if any, must be indicated as a separated item in the excel file.**
- ✓ ICEX will evaluate tenders based on the offered Agency total price (excluding taxes) for executing the requested work.
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget (70,900 Australian dollars excluding GST), will automatically be disqualified.**
- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team, and their respective **detailed resumes in excel** (Annex A – Excel file template).

9. EVALUATION CRITERIA

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

| EVALUATION CRITERIA | Points (Max.) |
|---|------------------------|
| I. Total budget | Up to 40 Points |
| The Agency with the lowest total price will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = | |



| | |
|---|------------------------|
| (price of the most economical offer / price of offer) X maximum score per criteria. | |
| II. Agency's capacity | Up to 60 points |
| <i>(The proposals that do not receive at least 20 points in this section will be automatically excluded)</i> | |
| For each section we shall assess the quality of proposed plan and extent to which it most efficiently satisfies the campaign objectives stipulated assigning points as follows: | |
| Degree of accuracy of the Proposal to the strategy and Agency's responsibilities established in this Request for Proposal. The analysis will be based on the proposed program and its feasibility. | 20 |
| Website, advertising, and media proposal <ul style="list-style-type: none"> - Impact and scope of the campaign in social networks measured through relevant metrics for each of the social networks (6) - Number of ads to be launched (5) - Number of fashion sector contacts in the Agency's database (4) | 15 |
| Additional team experience <ul style="list-style-type: none"> - Additional experiences of Team Leader by 1 point for every two additional years, to a maximum of 4 points - Additional experiences of the team by 1 point for every two additional years, to a maximum of 3 points for the Publicist and 3 points for the Assistant | 10 |
| Quality of the proposal <ul style="list-style-type: none"> - Quality of materials, functionality, innovation of the proposal (9) - Aesthetic of proposal and degree of adequacy to the identity of the corporate brand and brand promotion of ICEX (6) | 15 |

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



| | |
|--------------------------|--|
| 0% of allocated points | Proposal simply states that the Agency can meet some or all the requirements but does not provide information or detail on how they will do so |
| 50% of allocated points | Compliant |
| 75% of allocated points | Fully Compliant |
| 100% of allocated points | Exceeds Requirements |

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

Bids will be considered disproportionate or anomalous when:

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

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

Tiebreaker criteria

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

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

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



10. OBLIGATIONS

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

Specifically, the Agency shall be responsible for:

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

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

11. CANCELLATIONS

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

Force Majeure or restrictions imposed by the Authorities

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of the contract that bring their cause in cases of *force majeure* or restrictions imposed by the Authorities. The duties of the contract will be considered suspended while the situation of *force majeure* or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible. In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of *Force Majeure* or restriction extends in time for more than three



months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

Cancellation or postponement of activities

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

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

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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

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

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

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

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

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



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

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

13. TECHNICAL SPECIFICATIONS (PROGRAM PROPOSAL)

THE KEY ELEMENTS

1. PURPOSE OF THE EXHIBITION.

ICEX intends to promote and showcase the high quality, design, authenticity and sustainability of Spanish fashion, footwear and accessories brands, while generating excitement for Spain's goods among trade professionals.

2. VENUE

The exhibition will be held at the Agency's proposed venue, once approved by the Economic and Trade Commission. The Agency will submit a proposal of viable venues in an accessible area in Sydney CBD or surrounding areas.

3. EXHIBITORS

ICEX Spain Trade and Investment will recruit and select the Spanish exhibitors.

4. VISITORS

The Agency will be responsible for sending the invitations (digital) to the target audience using its own agent's database.

It is the responsibility of the Agency to ensure that its database is comprehensive. The Agency will monitor replies and follow-up on the invitations as required to ensure maximum attendance.

5. REGISTRATION

The Agency will be required to use a visitor pre-registration system to control the number of the visitors and a staff member will be required to welcome the guests into the venue during opening hours. The Agency should provide weekly updates about the guest list to the Economic and Commercial Office in Sydney. The final list will be provided to the Economic and Commercial Office in Sydney at least one week prior to the event.



The Agency is required to submit the list of attendees within three weeks following the conclusion of the event.

6. EXHIBITOR AREA

The Agency must submit designs and layout of the floor plan. The Agency will be responsible for ensuring the optimal use of space, providing a comfortable environment for both exhibitors and visitors.

We expect between 8 and 10 exhibitors. Please estimate cost for the maximum 10 participants.

7. SIGNS

The Agency must ensure clear signage displaying each exhibitor's logo, as well as provide brochures or cards at each stand containing contact information, company name, and a brief storytelling provided.

8. ADVERTISING AND MEDIA

The Agency will be responsible for developing at least one campaign press release, engaging in ongoing proactive pitching to media throughout the campaign period, and ensuring at least one advertising insertion in sector-specific media.

9. PICTURES OF THE EVENT AND CATALOGUE

The Agency will be required to take pictures at the event and providing the corresponding digital files. The Agency will also be responsible for the production of a digital catalogue. The photos and brand overview/story will be provided by the Economic and Commercial Office in Sydney.

All artwork requires approval by the client.

10. CATERING

A hospitality area will be required, serving refreshments and light canapés during the event. When possible, food shall be transported or supplied in recyclable containers or in recyclable packaging. The Agency will be responsible for coordinating all aspects of the catering.

11. CLEANING

The Agency will remove all garbage and do daily cleaning of the exhibition room.



14. EUROPEAN FUNDING

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

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

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



SPANISH
EMBASSY



MINISTERIO
DE ECONOMÍA, COMERCIO
Y EMPRESA

ICEX España
Exportación
e Inversiones

ECONOMIC AND
COMMERCIAL OFFICE
SYDNEY

Sydney and potentially Melbourne, on the date included in the signature

ICEX Board of Directors

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

Rodrigo Tilve Seoane



DOCUMENT I. Economic and technical solvency. PDF file

- ✓ **Acceptance letter.** All competing agencies 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.
- ✓ **Letter confirming that the designated staff fulfils the requirements established in the briefing (without any reference to the names or CVs of the members of the staff).**
- ✓ **Agency solvency report.** Provide evidence of projects of similar nature/scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** from the last three years (2021; 2022; 2023) to verify fiscal solvency criteria.

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

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

DOCUMENT II. Technical Proposal. PDF file

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

The offers must include a proposed **action plan** with a breakdown of the actions.

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

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

DOCUMENT III. Economic Proposal. PDF file

- ✓ **Economic proposal (Agency fees for the requested activity must be in Australian dollars including GST) Annex C (excel file template).**
- ✓ ICEX will evaluate tenders based on the offered Agency total price for executing the requested work.



SPANISH
EMBASSY



MINISTERIO
DE ECONOMÍA, COMERCIO
Y EMPRESA

ICEX España
Exportación
e Inversiones

ECONOMIC AND
COMMERCIAL OFFICE
SYDNEY

- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team, and their respective **detailed resumes in excel** (Annex A – Excel file template).
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget excluding GST (70,900 Australian dollars-), will automatically be disqualified.**