

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN DÜSSELDORF

Dirección: Jägerhofstr. 31

40479 Dusseldorf

E-mail: tenders@icex.es

Date: 12 December 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: 26 January 2026 15:00 CET

| | |
|---|---|
| Who is contracting | ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Düsseldorf |
| Contract number | X027-22-2025 |
| Proposal's request | <p>The hiring of a communications and marketing agency to carry out communications and promotional activities in 2026 as part of the Plan to Promote Spanish Tiles in Germany.</p> <p>All campaign activities will be carried out in collaboration with ASCER (Spanish Association of Ceramic Tile and Flooring Manufacturers), the trade association that supports and defends the interests of the entire Spanish tile industry and Tile of Spain, with a representation rate of over 95%, ICEX Spain, Export and Investment, E.P.E., and the Trade Commission of Spain in Düsseldorf.</p> |
| Timing, dates and number possible of renewals | <p>From the date of signing the contract until 31 December 2026, with four possible extensions.</p> <p>This campaign must be carried out annually, beginning on the date of signing and ending on 31 December 2026. In order to ensure the continuity of the proposed actions and allow for their progressive development each year, with the possibility of being extended up to four times (2027, 2028, 2029, 2030), depending on the results obtained.</p> |
| Max. budget for contract excluding renewals | €125,000 (one hundred and twenty-five thousand euros), tax excluded |
| Contract value including renewals | €650,000 (six hundred and fifty thousand euros), Total term + extensions + modifications, tax excluded |
| Qualifying prerequisites | <ul style="list-style-type: none"> - Financial solvency: financial accounts for the best of the last three years and minimum of one hundred and eighty-seven thousand five hundred (187,500) euros. - Technical solvency: proven track record in in communication campaigns for materials and products for architecture and construction during the past three years. - Team requirements: a minimum of 2 staff members and a designate primary contact person |
| Points to be assigned based on evaluation of your proposal | Price (max 30 points), Technical (max 70 points) |
| Documents to be submitted separately, which together are the proposal | <ul style="list-style-type: none"> - The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es 26 January 2026 15:00 CET. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: <ol style="list-style-type: none"> 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price) and team. |
| Contact for questions | Only written questions by email before 23 January 2026 at 10:00 CET to tenders@icex.es |

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Düsseldorf, invites companies to submit their proposals for the promotional campaign for Spanish tiles in Germany.

ICEX (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 of the Government of Spain (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. PROJECT DESCRIPTION

ICEX, in line with its mission to promote the internationalization of the Spanish ceramic tile industry, has been implementing a global promotion programme for Ceramic Tiles from Spain for more than 25 years, in collaboration with ASCER, the Spanish Association of Ceramic Tile Manufacturers.

ASCER's main objectives are to support and promote the general and shared interests of its members worldwide. Full details of its activities can be found at <https://tileofspain.com/>.

The aim of this initiative is to strengthen brand recognition, increase market visibility, and effectively communicate the values and competitive advantages of the Tile of Spain brand.

In Germany, this programme is coordinated and supervised by the Economic and Commercial Office of the Embassy of Spain in Düsseldorf. Information on specific activities in the German market can be found at www.tileofspain.de.

The Tile of Spain brand (internationally registered) serves to identify the programme worldwide and acts as an umbrella representing the Spanish ceramic tile industry, which comprises more than 120 companies.

The Spanish ceramic industry is one of the most competitive in the world, recognised as a leader in manufacturing and exports thanks to its excellent quality, continuous innovation, and the ongoing development of new products and applications.

Several indicators illustrate the high level of competitiveness of the Spanish ceramic tile sector:

- a) The sector's average annual turnover over the past decade has been approximately EUR 4.819 billion.
- b) Spain is the fifth-largest global producer of ceramic tiles, accounting for 3.6% of total world production.
- c) Spain represents around 20% of global international trade in ceramic tiles, exporting to 186 countries.
- d) It is the leading exporter of ceramic tiles by volume within the European Union and the second-largest exporter worldwide.
- e) Germany is the largest importer of ceramic tiles in Europe and the fifth-largest destination for Spanish exports.
- f) In 2024, Spain ranked as the second-largest supplier of ceramic tiles to the German market in value and the fourth in volume, with a 12% market share and exports totalling EUR 127 million.

- g) According to our data, more than 120 Spanish ceramic companies export to Germany on a regular basis.
- h) Spanish ceramic tile manufacturers maintain strong distribution networks in Germany, targeting both the residential and commercial sectors through dedicated sales teams. Depending on product type and price segment, manufacturers sell through specialised retailers, building materials distributors, DIY chains, and others.
- i) Spain is a leader in ceramic innovation, which in recent years has enabled the expansion of ceramic applications into kitchen countertops, GALA-BAU paving solutions, and furniture. As a result, distribution channels have widened to include specialists in these applications.

The Spanish ceramic tile industry maintains a strong international presence at the sector's leading trade fairs worldwide. Among the most notable are CEVISAMA (cevisama.feriavalencia.com), held annually in Valencia (Spain), and CERSAIE, the benchmark international fair in Bologna (Italy).

In Germany, construction fairs such as BAU in Munich offer only a limited range of ceramic floor and wall coverings. Nevertheless, around 10 Spanish brands from the sector participate regularly in this event.

Spanish manufacturers also participate regularly in other events such as Architect@Work, although the level of participation is considerably lower.

Target groups for the campaign include trade and architectural press, distributors, and professionals in architecture and interior design.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The company will be in charge of:

2.1. TECHNICAL OFFER *Scope of work and services to be provided*

2.1.1. The proposal must include detailed information regarding:

- The implementation of a public relations and advertising campaign.
- The management of communication on social media.
- The improvement of web presence and digital visibility.
- The development of specialized technical content on ceramic tiles.
- The maintenance and updating of the Tile of Spain database in Germany.
- The promotion of interactions between the Spanish industry and the German market.
- Support for Spanish companies at major trade fairs

2.1.2. Services considered essential to the campaign.

- Preparation and distribution of press releases.
- Preparation and distribution of a newsletter at least once every three months.
- Preparation and distribution of a Lookbook featuring new products from the Spanish industry.
- Maintenance and updating of the Tile of Spain database.
- Updating and, where appropriate, redesigning the online presence of Tile of Spain Deutschland (website, social media)
- Preparation and implementation of an annual media plan
- Design and implementation of an activity for opinion leaders with the participation of manufacturers belonging to Tile of Spain
- Design and implementation of a visit to production facilities in Spain for some of the target groups.
- Design and implementation of press activities at international trade fairs.

These activities should account for a maximum of 70% of the annual campaign budget.

2.1.3. Additional actions

Agencies must present in detail between 1 and 3 additional activities or services to those mentioned in the previous point, which will also be evaluated in the tender.

Proposals must be in line with market practices and customs and aligned with the purpose of the contract.

For each activity, the proposal must include:

- Target group(s).
- Desired impact and how it will be measured.
- Brief description of the planning and execution of the activity.

The activities included in section 2.1.3. must account for at least 30% of the annual budget for the campaign.

- 2.2.** Bids that do not include all the activities/tasks requested in the briefing or that do not comply with the percentages indicated for basic actions and additional actions 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 31 December 2026.

- 3.2. Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for 4 additional campaigns the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. Price revisions will not be allowed.

The awardee company will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension. Each renewal will be signed by both parties.

4. BUDGET

- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **€125,000 (one hundred and twenty-five thousand euros)**, Bids will be made in EUR **excluding taxes**.

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

- 4.2. Estimated contract value:** The estimated total contract includes the value of the contract and the value of its possible extensions of its modifications, excluding any applicable taxes. According to the latter, the total estimated total contract value of this contract is of a maximum of **€650,000 (six hundred and fifty thousand euros)**, excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: €125,000
- Maximum budget for the first extension for: 2027: One hundred and twenty-five thousand (125,000) euros
- Maximum budget for the second extension for: 2028: One hundred and twenty-five thousand (125,000) euros
- Maximum budget for the third extension for: 2029: One hundred and twenty-five thousand (125,000) euros
- Maximum budget for the fourth extension for: 2030: One hundred and twenty-five thousand (125,000) euros
- Modifications to the contract: 25,000 euros. The foreseeable reasons that could give rise to a modification of the contract value include the need to expand the scope of the activity, either by extending the duration of the event, increasing the number of participating brands, or incorporating an activity complementary to the elements described in this document.

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

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

- 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.** ICEX will ensure that payment is made at the end of each month upon presentation of the invoices for the expenses incurred in that month.
- 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: ES-Q2891001F

But **dispatched to:**

Spanish Economic and Commercial Office,
Jägerhofstr. 32
40479 Düsseldorf (Germany)

The Agency invoice will contain the following elements:

Company letterhead / logo
Address
Date
Invoice number
VAT number
Description of the item/s
Total amount due

6. REQUIREMENTS

- 6.1 Financial solvency requirements.** All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of one hundred and eighty-seven thousand five hundred (187,500) euros, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in the communication and promotion of building materials and home products among distributors and specifiers (architects and interior designers). The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in Germany.
- 6.3 Team requirements.** The role of each team member assigned to this project shall be specified in the tender. In addition their curriculum vitae must be included in the proposal. The company 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, represented by the Economic and Commercial Office.

A minimum of 2 staff members assigned to this project is expected.

The Agency shall detail in its proposal the role of each team member assigned to the various activities of the campaign programme. In addition, their detailed CVs shall be included.

Team leader. The Agency shall appoint a member of the Team who shall be responsible for the overall planning and organisation of the Campaign. This member shall have a minimum of five (5) years' experience in communication campaigns.

Marketing specialist. The Agency shall appoint a member responsible for the execution of activities. This member must have at least two (2) years of proven experience in promotional campaigns for home improvement products or building materials.

Team contact person. The Agency shall appoint a single contact person, who may be one of the persons mentioned above or a third party. The team contact person must be informed of all aspects of the Campaign, including administrative and accounting matters, and will communicate directly with ICEX, represented by the Spanish Economic and Commercial Office in Düsseldorf.

This member must have at least two (2) years of proven experience in managing campaigns of the same or similar nature.

The company shall notify the Economic and Commercial Office of any changes in the team that could affect the development of the project. Any member who leaves the team must

be replaced by a person who meets the requirements set out in this briefing. Any changes in key personnel could affect its possible extension.

The company team will meet periodically with the Economic and Commercial Office team in Düsseldorf to follow up on the development of the project. These meetings may be held via videoconference.

6.4 Assignment. 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:

| EVALUATION CRITERIA | | Scores (Max.) |
|--|---|---------------|
| I. Price competitiveness of the tender | | 30 |
| <p>The offer with the lowest budget 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.</p> <ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. | | |
| II. Technical Proposal | | 70 |
| <ul style="list-style-type: none"> ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below. Technical Proposals that do not receive at least 35 points in this section will be automatically excluded. | | |
| 1) Adequacy and Suitability of the Proposal as a Whole (10 points) | | |
| Aspects to be Assessed | Evaluation Elements | Maximum Score |
| 1. Overall and Conceptual Coherence | Existence of a coherent thread connecting the different actions; thematic and visual consistency of the proposal; ability to convey a homogeneous and consistent image of Tile of Spain. | 3 |
| 2. Market Knowledge | The proposal demonstrates knowledge of the market and of key sector stakeholders in Germany, as well as sensitivity to the cultural and professional particularities of the target audience. | 3 |
| 3. Coverage and Suitability with Respect to Target Groups | The proposal comprehensively and evenly addresses the different defined target groups (prescribers, press, architects, distributors, etc.) and adequately justifies the actions directed at each group. | 4 |
| 2) Basic Actions (30 points) | | |

| Aspects to be Assessed | Evaluation Elements | Maximum Score |
|---|---|---------------|
| 1. Preparation and Distribution of Press Releases | Quality and focus of the proposed content; suitability for target media; capacity to generate coverage. | 3 |
| 2. Preparation and Distribution of a Newsletter (min. quarterly) | Editorial structure, visual appeal, coherence of content with the Tile of Spain strategy, proposed schedule. | 3 |
| 3. Preparation and Distribution of a Lookbook of New Products | Originality of the format, capacity to convey brand image and sector quality; dissemination and adaptation to digital media. | 3 |
| 4. Maintenance and Updating of the Database (BBDD) | Updating methodology, GDPR compliance, added value in networking management. | 3 |
| 5. Update / Redesign of Online Presence (website, social media) | Aesthetic and functional proposal, suitability of tone for the German market, digital content strategy. | 4 |
| 6. Preparation and Execution of an Annual Media Plan | Strategic coherence, selection of platforms, justification of media choices and impact estimation (KPIs) | 4 |
| 7. Activity for Opinion Leaders (with manufacturers) | Creative concept, alignment with Tile of Spain values, capacity to attract participants and integrate the sector. | 4 |
| 8. Visit to Production Facilities in Spain | Logistical and conceptual proposal, suitability for the target audience, value of the experience for sector positioning. | 3 |
| 9. Actions for Press at International Trade Fairs | Originality, leveraging the fairs as communication platforms, coordination with exhibitors and media. | 3 |
| 3) Additional Actions (15 points) | | |
| Aspects to be Assessed | Evaluation Elements | Maximum Score |
| 1. Suitability and Coherence of the Proposals | Degree of alignment with the purpose of the contract, relevance to the overall Tile of Spain strategy, and suitability to the practices and standards of the German market. | 4 |
| 2. Definition of Target Groups | Clarity in identifying target audiences, justification for their selection, and suitability for the promotional objectives of the project. | 2 |
| 3. Expected Impact and Evaluation Methodology | Realism and ambition of the proposed objectives, relevance of the proposed indicators, and mechanisms for measuring impact. | 3 |
| 4. Planning and Execution of Activities | Coherence and feasibility of the schedule; description of phases, resources involved, and coordination with other programme actions. | 3 |
| 5. Creativity, Added Value and Originality | Ability to provide innovative or distinctive ideas with potential for greater visibility or impact for Tile of Spain. | 3 |
| 4) Team (15 points) | | |
| <u>Team Leader:</u> For having more than the minimum 5 years of verifiable experience in marketing and public relations: 1 point per additional year, up to a maximum of 10 points. | | |
| <u>Marketing Specialist:</u> For having more than the minimum 2 years of verifiable experience in the habitat and building materials sectors: 1 point per additional year, up to a maximum of 5 points. | | |
| TOTAL | | 100 |

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

| | |
|------------------------------------|------------------------|
| 0% of allocated points | Not enough information |
| 1% up to 25% of allocated points | Almost adequate |
| 26% up to 50% of allocated points | Adequate |
| 51% up to 75% of allocated points | Very good |
| 76% up to 100% of allocated points | Excellent |

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial 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.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than one hundred and eighty-seven thousand five hundred euro (€187,500) in the best of the last 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.
- They must include a letter confirming that the proposed team meets all the requirements set out in the briefing, without including their CVs, which should only be included in Document 3.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes:

- Basic actions (Section 2.1.2. of the briefing)
- Additional actions (Section 2.1.3. of the briefing)
- Comprehensive campaign schedule

8.4. Document 3: Financial proposal (MS Excel file). All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

8.4.1. 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 are clearly separated.

8.4.2. Currency. The proposal will be drafted in **euros**.

8.4.3. Detailed CVs of the team.

9. SUBMISSION OF PROPOSALS

- 9.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in Düsseldorf, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Düsseldorf.
- 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 before **26 January 2026, at 15:00 CET**. 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 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 (Technical Proposal) be opened, assessed and assigned evaluation scores. 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 **23 January 2026 at 10:00 CET** only through the e-mail tenders@icex.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. PROCUREMENT BOARD

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

| | | |
|-------------------|-----------------------------|--|
| President | José María Cases | Head of the Capital Goods Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf |
| Substitute | Manuel Uzcanga | Head of the Agri-food Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf |
| Member | José Loira | Head of the ICEX Department for Construction and Tourism Solutions |
| Substitute | Eva Pulido Rodríguez | Creative Industries Deputy Director. ICEX Headquarters |
| Member | Antonio Martínez | Head of the Habitat Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf |
| Substitute | Pablo Calvo | Head of the Wine Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf |
| Member | Carolina Fernández | Sector Manager at ICEX, Department for Construction and Tourism Solutions |
| Substitute | Paula Cantero | Sector Manager at ICEX, Department for Construction and Tourism Solutions |
| Secretary | Pedro Patiño | Deputy Director of Procurement at ICEX |
| Substitute | Isabel Arias | Procurement Officer at ICEX |

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] n°. 67 of 19 March 2025

Manuel Ledesma Sánchez
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Düsseldorf

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. 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, ICEX 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 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.

2. OBLIGATIONS

a. **Technical Quality.** The company awardee 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 awardee 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.
- b. **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 consultancy 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.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee 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.
 - iii. 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.
- c. **Confidentiality.** The company awardee 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 related, 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.
- i. 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.
 - ii. 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.
 - iii. 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.

3. CANCELLATIONS

- a. **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 ICEX, 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.
- b. **Cancellation, postponement or modifications of actions.**
 - i. **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.
 - ii. **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.
 - iii. **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.

4. 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.

5. DATA PROTECTION

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

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose to manage the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund. 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 2013¹, and, in particular, 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”.

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006. <http://data.europa.eu/eli/reg/2013/1303/2020-12-29>