

CALL FOR A DRESSING TENDER AT IAC 2025

The Economic and Commercial Office of Spain in Sidney, 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 Spanish Pavilion at the following International Trade Fair.

Trade Fair	Date	Venue	Estimated surface
International Astronomical Congress- IAC 2025	29 th September -3 rd October 2025	International Convention Centre Sydney (ICC Sydney), Australia	108 sqm

Tender bidding specifications (VAT excluded).

If due to the nationality of the company, taxes associated with the execution of this contract are not applicable, please indicate expressly in the tender (Document 3).

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

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

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

Estimated surface: 108 sqm

The price offered shall be of Maximum price: 1,066.00 AUD/sqm x 108 sqm VAT excluded.

The price tendered by the bidding company for the estimated 108 sqm of net surface of the Pavilions may not exceed a ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED TWENTY-EIGHT AUSTRALIAN DOLAR (115,128.00 AUD) VAT excluded. Any quotation exceeding this amount will be dismissed.

The above total amount (115,128.00 AUD) has been calculated based on the occupancy estimation. The final price to be paid to the awardee company will reflect the number of sqm of booths eventually built.

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 no later than **June 20st, 2025, 12:00 PM Sydney local time**. Proposals not submitted within the deadline will be automatically excluded.

Sydney, on the date of the electronical signature

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025
BOE [Official State Gazette] nº. 67 of 19 March 2025

Rodrigo Tilve Seoane
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Sydney

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

A- GENERAL TERMS AND CONDITIONS

FIRST- Object

The object of this Tender is the selection of a Contractor who shall be awarded the execution of the construction, assembly, maintenance and dismantling works concerning IAC Sydney 2025 Pavilion of Spain 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.

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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

CRITERIA		MAXIMUM POINTS
<u>DOCUMENT 3: ECONOMIC OFFER AND AUTOMATIC CRITERIA</u>		32
C.1. Economic Offer /Budget (Economic Offer /Budget must be in Document 3).		30
Most economic 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"	30	
C.2. Improvements (Automatic Criterion must be in Document 3). Any improvement that does not involve an additional cost for ICEX or exhibitors and that is not included above		2
Daily cleaning.	YES: 2 NO: 0	
<u>DOCUMENT 2: CRITERIA TO BE EVALUATED BY MEANS OF A VALUE JUDGMENT</u>		68
C.3. Adjustment to the design provided in the tender (Criterion to be evaluated by means of a value judgment must be in Document 2) Degree of adjustment to the design and booth equipment provided in the tender		10
C.4. Quality of materials proposed (Criterion to be evaluated by means of a value judgment must be in Document 2) Degree of compliance with tender specifications of all the main elements of the project, based on the samples, pictures, descriptions and construction details provided by the bidder.		16
Flooring Quality of platform and covering material (max. 5 points)	MAX: 5	
Walls and separating elements. Quality and continuity of material on walls covered with graphics	MAX: 5	

Counter/Showcase. Design and quality of material. Including backlit front in info counter and/or companies counters	MAX: 4	
Signage and graphics Size and quality of material	MAX: 2	
C.5. Design and construction. (Criterion to be evaluated by means of a value judgment must be in Document 2))		12
High level signage Design, stability of the structure, section of pillars and beams, wooden finish.	MAX: 8	
Signage and graphics Size and quality of material	MAX: 4	
C.6. Lighting (Criterion to be evaluated by means of a value judgment must be in Document 2))		15
General Lighting Number and position of the luminaires, the homogeneity of the lighting. Lighting projects that do not generate shadow areas will be evaluated.	MAX: 7	
Companies 'graphics on the walls. Including backlit will be valued	MAX: 4	
Spain logo lighting on overhead structure. Including 3D backlit letters will be valued	MAX: 4	
C.7. Furniture (Criterion to be evaluated by means of a value judgment must be in Document 2))		13
It will be valued: quality of materials, design, comfort, similarity with the options proposed in the tender.	MAX: 13	
C.8. Environmental criteria (Criterion to be evaluated by means of a value judgment must be in Document 2))		2
The proposal includes description of the materials whose composition is recyclable and respectful of the environment as well as proposals associated with the elimination of single-use materials. Certification of timber and/or forestry products derived from sustainably managed forests. Use of eco-labeled products or other equivalent quality marks. Use of materials from recycling processes.	MAX: 1	
The proposal includes description of the waste policy for deteriorated materials that will no longer be used at the fairs subject to this tender as well as proposals for reuse, recycling, destruction, etc. Reduction of waste generation. Minimize waste production and recycling	MAX: 1	
Total		100

Responses for C3 to C8, both inclusive (Document 2) will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

The proposals do not reach at least 50% of points (34 points) from section C.3. to C.8. will be automatically excluded.

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.

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 General 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, unless express Contract thereon by the Parties.

The price tendered by the bidding company for net surface may not exceed **ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED TWENTY-EIGHT AUSTRALIAN DOLAR (115,128.00 AUD) -1,066.00 AUD/sqm x 108 sqm-**, VAT excluded.

Any quotation exceeding these amounts will be dismissed.

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

The price per Sqm specified in the tender, may not be varied or amended in any way by the Awardee, during the period of the Contract and following extensions unless express Contract thereon by the Parties.

The price per Sqm 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, audiovisuals, 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, 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.
- **Disposal of Waste**. The wastes from the exhibition, used materials, and all other wastes in and around the booth shall be removed by the awardee (Construction and exhibitors wastes). The expenses for the disposal work shall be borne by the awardee. This cost will be included in the tender price.
- **Water Supply and Drainage Facilities**. All piping works shall be borne by the Awardee.
- **Cleaning** of the Pavilion during assembly and dismantling periods.
- **Civil liability insurance** that covers any claims filed following personal or property damages or losses suffered by workers, exhibitors, visitors, or any other person during, or consequently, of the assembly or dismantling of the Pavilion.
- **Handling charges/drayage**
- **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). Additional connections and secondary wiring works shall be borne by the Awardee.

No additional extra costs will be accepted.

The price does not include:

- **Wi-Fi service for the entire Pavilion**

FOURTH. – Estimated Contract Value

The **estimated value of the contract** considers the value of the first and only contract (there be no extension), and the possible modifications.

According to the latter, the estimated total contract value of this contract is ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED TWENTY-EIGHT AUSTRALIAN DOLAR (115,128.00 AUD) which includes the following amounts:

- Main contract maximum budget: ... AUD 115,128.00
- Modifications (máx. 20%): AUD 23,025.60

FIFTH - Price and payment arrangement

The total price will be paid, following submission of the appropriate invoice, after the end of the fair. ICEX cannot affect payment in advance.

ICEX will satisfy the amount specified in the tender within 30 days after the conclusion of the fair upon presentation of the corresponding invoices, issued in Australian Dolar, once the penalties, if any, have been deducted.

In the event that the Tradeshow is not held, 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. In the same way, the Contractor shall reimburse ICEX the amount advanced of the expenses not incurred.

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
28046 Madrid (Spain)
- And dispatched to:
ICEX España Exportación e Inversiones, E.P.E.
New South Head Road, 203-233, Suite 408, Edgecliff Centre
Sidney 2027
Australia
Correo electrónico: sidney@comercio.mineco.es
VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

If the successful bidder is a Spanish entity, that payment must be made to ICEX Spain Trade and Investment, E.P.E. and not to the Economic and Commercial Office of Spain in Sydney. The currency of the payment will be EUR regardless of the currency stated in these specifications, on the basis of the official exchange rate of the date of the contract award published in BOE (Official State Gazette).

SIXTH. - Procedure

This briefing will be circulated to multiple Companies and will be published on the ICEX' website. Website [link](#).

The Companies interested in bidding may contact ICEX (tenders@icex.es) with any questions about the tender before June 16th, 2025, 12:00 PM Sydney local 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 expresses acceptance of all the points contained in this briefing.

The proposal needs to be sent via email to tenders@icex.es before June 20st, 2025, 12:00 PM, Sydney local time. Otherwise, the rulings of the bidding process oblige to exclude your entity from continuing in the procedure.

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 or Spanish, 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 tender.

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 and automatic criteria (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 (4) 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 tender will result in the disqualification of the Company concerned.

IMPORTANT: Proposal submission must be divided into three (3) separate documents with their annexes 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 115,128.00 AUD, VAT excluded.
- Mention of other construction projects in which they have been involved in the last three (3) years, with special skills on construction projects for Pavilions 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 Tender and its Bidding Specifications. (See annex 5)

- **Document 2: TECHNICAL DOCUMENTATION TO BE SUBMITTED**

The bidder must include the information that will enable the bids to be evaluated through the value judgment criteria.

- Plans and views, prepared by the bidding company, to show a proper comprehension of the project.
- Construction details, drawings, diagrams or photos that allow the evaluation of the technical resolution of the different elements of the project.
- Photos and detailed information (measurements, finishes and technical specifications) of the proposed furniture, lighting and audiovisual elements

The formats indicated above are mandatory.

The information provided in Document 2 does not clash with the information required in Document 3. The tenderer must not include in Document 2 any reference to the prices; otherwise, the proposal will be automatically excluded.

- Only this information prepared by the bidders included in Document 2 will be used to evaluate the criteria set forth in this tender.

- **Document 3: ECONOMICAL PROPOSAL and AUTOMATIC CRITERIA**

Documentation to be submitted by the bidders: Only the price per square meter with taxes clearly separated (please use excel file Annex 3 "Economical offer and automatic criteria")

Economic proposal must be in Australian Dolar (AUD).

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

Proposals exceeding the maximum available budget $1,066.00 \text{ AUD/sqm} \times 108 \text{ sqm} = 115,128.00 \text{ AUD}$ (VAT excluded), will not be considered.

Annex 3 Economical Offer & Automatic Criteria duly fulfilled.

SEVENTH. -Entering into an Agreement

The legal relationship between the successful Awardee of the tender and ICEX shall be recorded following the execution of a Contract. Prior the signing of this Contract, 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** only for the awardee).

EIGHTH. – Procurement Board

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

President	Marta Valero San Paulo	Director Direction for Infrastructure and Industrial Technology
Substitute	Blanca Fernandez Barjau	Director Direction for International Projects
Member	Sonsoles Huidobro Martín Laborda	Head of Aerospace and Advanced Technologies Department - Direction for Infrastructure and Industrial Technology
Substitute	Alejandro García Fernández-Miranda	Member of Aerospace and Advanced Technologies Department- Direction for Infrastructure and Industrial Technology
Secretary	Pedro Patiño Segura	Head of Procurement
Substitute	Mª Elena Menéndez Fombona	Member of the Procurement Department

NINETH. - Extension of the contract

The described services in the contract will run from the date the agreement is signed by both parties until the end of the fair. Once it expires, the contract cannot be extended.

TENTH. – 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 stand, the inclusion of elements that reinforce the signage, which it may be necessary to introduce in this edition 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.

ELEVENTH. - Force Majeure or restrictions imposed by the Fair Ground Authorities

The successful Awardee of the tender and ICEX 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 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 2026, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

TWELFTH. - Cancellation or postponement of the fair

In the event that the Tradeshow is not held in 2025 or 2026, or the Pavilion is cancelled in 2025 and 2026, 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. In the same way, the Contractor shall reimburse ICEX the amount advanced of the expenses not incurred.

THIRTEENTH. -Execution of the contract

ICEX Project Manager is ultimately responsible for setting up the Pavilion. In the absence thereof, the Coordinator or Manager of the Spanish 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: sidney@comercio.mineco.es

All construction and assembly work, in connection with the Pavilion, must be completed twelve (12) 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. The Pavilion must be completely clean one (1) hour before the Trade Fair opening.

All works must be conducted pursuant to the technical specifications set out in these bidding specifications (Section B – Technical Specifications) 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.

FOURTEENTH. - 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 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 or dismantling of the Pavilion. All costs arising from these items must be included in tenderer's price offer 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.

FIFTEENTH. – 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.

SIXTEENTH. - 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.

SEVENTEENTH. - 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.

EIGHTEENTH. – Penalties

18.1 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 (12 hours before the Trade fair Openings) shall entail a 4% penalty on the total amount of the Contract for each of the first three (3) hours or fraction of an hour, with an additional 10% surcharge from the fourth to the sixth hour. Should the delay exceed six (6) 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.

18.2 Pavilion maintenance and deficiencies during the fair

ICEX may impose penalties if the execution of the Pavilion maintenance work during the duration of the fair is not carried out properly and within a reasonable period of time to guarantee the normal functioning of the Pavilion; The amount will be set in proportion to the damages caused by the delay and/or poor execution of the work, after hearing the contractor and by agreement of the contracting authority.

Likewise, ICEX may establish penalties for damages caused during the days of the fair resulting from the use of inappropriate materials, materials not approved by the fair regulations, due to defects in the installation of constituent parts of the stand, which will also be assessed the implications for ICEX or third parties may arise from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract. The successful bidder must carry out the correction of defective or incorrect work at his own expense. Penalties will be calculated in proportion to the damages caused, after hearing the contractor and by agreement of the contracting body.

The higher penalties for these concepts will be the following:

- Due to deficiencies in maintenance work during the days of the fair, it may be up to 10% of the contract price.
- Deficiencies in the pavilion, as set out above, that appear during the days of the fair, up to 10% of the contract price.

18.3 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.

Any dismantling delay on the agreed schedule by the Fair Ground Regulations shall entail a 4% penalty on the total amount of the Agreement for each of the first sixth hour. Should the delay exceed six (6) hours, ICEX shall study the appropriate penalty thereon, which in no event shall be less than 10% of the aggregate consideration for the Contract.

NINETEENTH. – Termination

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

TWENTIETH. - Applicable legislation

All the works planned in this Tender shall be governed by the terms of the contract 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.

TWENTY-FIRST. – 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.

TWENTY-SECOND. – Jurisdiction

In order to solve any dispute, disagreement, issue or claim which may arise from the performance or construction of the Contract 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.

SECTION B – TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF WORKS

Trade Fair	Date	Venue	Estimated surface
International Astronomical Congress- IAC 2025	29 th September -3 rd October 2025	International Convention Centre Sydney (ICC Sydney) - Australia	108 sqm

The bidder must submit a proposal fitted to the design provided and, if necessary, include slight changes in order to improve the image of Spain as a country that produces high quality and design.

Therefore, it must contain items and materials that the bidder deems appropriate for this purpose.

The design concept is based on the achievement of a homogeneous image for the entire pavilion, emphasising both the exhibitor's image and the national identification.

Therefore, the aim is to create a neutral space to highlight the company's corporate image and products on display, where their identification (name and logo) has a prominent visibility.

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

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 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 must include:

- Plans and views, **prepared by the bidding company**, to show a proper comprehension of the project.
- Construction details, drawings, diagrams or photos **that allow the evaluation of the technical resolution** of the different elements of the project.
- Photos and detailed information (measurements, finishes and technical specifications) of the proposed furniture, lighting and audiovisual elements

The bidder must consider in its quotation the following works:

The structure of the pavilion should undertake an open space scheme with the following requirements:

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1. BOOTHS

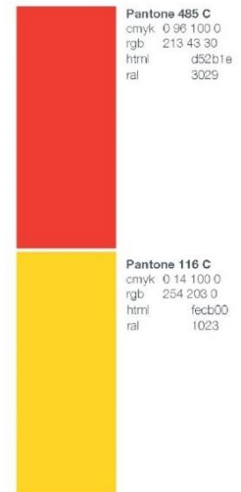
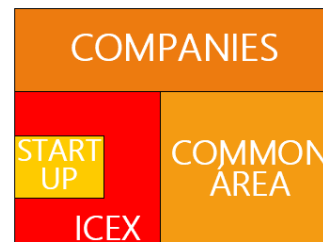
1.1. ICEX booth (Institutional Area)

The general design of the ICEX stand and its equipment will be based on the standard design of the stands, adding specific elements to differentiate them and identifying it as an institutional stand.

The institutional area will include a front desk, the same style as the ones in booths. Dimensions: 200L x 50D x 105H cm. The main tower will include the institutional colours (RED: Pantone 485 C / YELLOW: Pantone 116 C).

The institutional area will have 4 zones:

- Information area
- Common area
- Coffee area
- Start-up tunnel

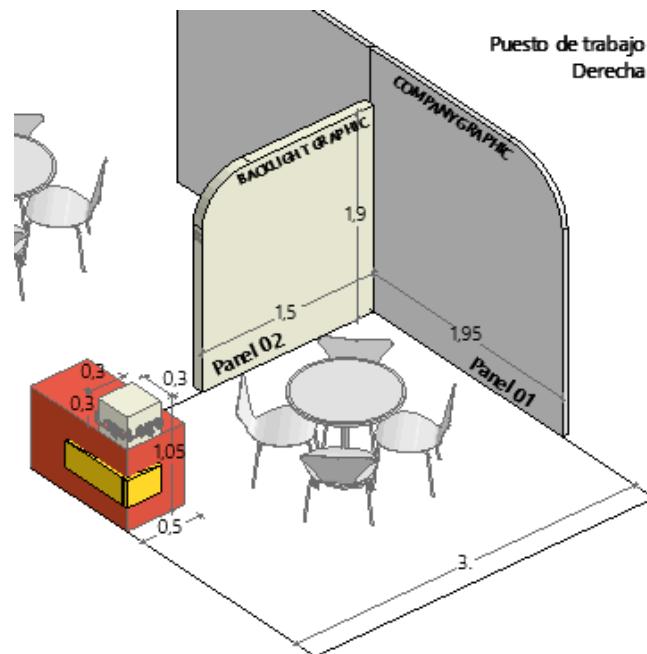


1.2. Companies' booths

The stand decoration will be the same for all the exhibiting companies. The design harmonize the image of the companies with the image of the country. Particular value will be placed on how both images combine and on the uniformity of the "Spain" brand in all the stands. The counter will be a common design including the institutional image + the logo of each company.

The surface area per stand is set at 9 m². The bid must include the following items (this set of items is referred to as "set of furniture" from now on) as supply for each 9 sqmt area:

- 1 lockable counter. The lower side must include lockable storage space with an inner shelf. The quality and design of this counter will be appreciated. Backlit cube for the logo will be positively appreciated. Dimensions: 100L x 50D x 105H cm. Company logo will be placed on the counter's front and side of the upper cube.
- 1 table (80cm diameter)
- 4 chairs
- 1 wastepaper basket
- 1 multiple socket with 3 sockets (European connection will be appreciated)
- 2 Graphic panel: Panel 01_195 x 240 cm high / Panel 02_150 x 190 cm high covering all the length of the division walls. Backlit graphics will be positively appreciated.



2. DESCRIPTION OF THE DESIGN AND MATERIALS

The Contractor will ensure that all the proposed materials comply with all relevant rules and regulations and that their installation will be permitted by any authority involved, obtaining all necessary permits and certificates as per the "General specifications of works" of this Invitation to Tender.

2.1. Flooring

The entire flooring of the Pavilion of Spain will be covered in wood flooring white (Maximum recommended height: 5 cm), if possible. The institutional space will have red finish and the Start Up tunnel will have yellow finish.

Otherwise, PVC flooring or carpet will be accepted.

Other kind of flooring that may improve carpet flooring, will be positively appreciated.

To facilitate the access to disabled visitors, the perimeter of the flooring will have a chamfered edge to provide a slight slope.

In order to protect the floor materials, visqueen or similar 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 work to remove all flooring after the show closes and all relevant work costs related to the flooring.

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

2.2. Structure and walls

Minimum requirements:

Dividing walls, 2,40m height, white finish, covered with graphics.

The structural system can be custom-made or modular based system, but it must achieve a regular finish without visible joints or grooves and have resistance enough to hang shelves. A continuous look should be achieved without any spaces, structural elements or joints visible.

The use of aluminum modular structures or equivalent systems that are visible will not be allowed. Solutions based on their use as a structural system will be allowed only if the surface finishes completely hiding them.

All cables will be hidden inside the walls, so that there will be a hollow space inside the wall to allow wires pass, (for the plasma screens for instance).

Description of the structure and walls proposed, and samples/pictures should be included in the bid.



2.3. High-level signage

Design for overhead's structure & lighting systems.

The design pretends to highlight the overhead's view of the Spain's national identification through an tower structure, 4 m high (as is the maximum permitted height).

If it is possible, it will be required a structure over the booths area, illuminating booths from the top. The structure will serve to allocate the lighting. Lighting will be suspended in the overhead structure (LED diffuse light). The awardee will have the choice in giving his suitable proposal in regards of the construction system.

The Spain's national identification will be solved through the word Spain Space in the four sides of the main tower. 3D letters preferably backlit will be valued. Otherwise, cut out vinyl or foam letters will be accepted. In this case Spain Space must be correctly lightened.

In any event, the successful bidder will bear all the costs of hanging up and placing the structures and will also be responsible for managing the permits with the trade fair. If this is not possible, other solutions will be required.

2.4. Graphics

Minimum requirements:

2.4.1. Pavilion's Identification

The Spain Space logo will be placed in visible positions (placed on four sides in the tower). 3D letters preferably backlit will be valued. Otherwise, cut out vinyl letters will be accepted.

All white surfaces will possibly be coated with graphics. The back wall of the institutional counter will have a large graphic. Backlit graphic will be positively appreciated.

The graphic images will be distributed by icex in advance for the correct production timelines.



2.4.2. Exhibitors' identification

Graphic panels and info counter. Every booth will be identified with the exhibitor logo on counter's front and 2 Graphic panel: Panel 01_195 x 240 cm high / Panel 02_150 x 190 cm high covering all the length of the division walls. Backlit graphics will be positively appreciated.

The awardee company will be responsible for coordinating and collecting the artworks from the exhibitors, in order to work on the final layouts, final prints on the walls, and correct installation of the artworks.

Awardee company will be responsible of the production of all graphic material as well as the necessary workforce for their correct positioning and installation. The awardee company will submit for approval a sample to Icx before printing all the graphics.

The startup corner will be correctly identified. It will include a neon or similar signage or 3D letters, and a graphic image. Backlit graphics will be positively appreciated.

2.5. Electricity and lighting

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 have to be included in the bid.**

The Contractor will carry out all works related with power installations (even if these works must be carried out solely by the Organiser's contractor) starting from the general supply points, all the necessary spotlights, display lighting, general lighting, power points and labour to install, assemble, connect and hang all the lights and all of these must be included in the tendering price.

A description including pictures, technical details, number and location of downlights should be included in the bid

2.5.1. General lighting:

The overhead structure will illuminate booths from the top. The inner side of the structure will allocate the lighting. Lighting will be suspended on the structure (LED diffuse light). The successful bidder will have the option to give his suitable proposal as to the construction system.

The number and distribution of lighting must be proposed by the bidder in order to achieve at least 150 Watts per metros of lighting in the whole area and have to guarantee a homogeneous lighting. It must provide a correct way to illuminate the graphics, avoiding shadows casted by the structure.

Backlight walls will be appreciated and could be part of the lighting proposal.

2.5.2. Companies' booth:

In case of including backlit elements:

Must be perfectly lit (LED highly recommended) to get an impressive and highly bright image of all graphics. Powerful system of lamps required to reach the best brightness of the pieces.

Visible joint elements will not be admitted. All corners must be built to minimize the joints and corner pieces. Construction details to be sent by the Tenderer.

Interior frames must be concealed.

The use of LED lighting will be highly valued.

All the lights will have the same colour temperature.

A solution must be given by the bidder to hide all the electric wires and the light lanes for the general lighting.

The awardee company will be responsible for the installation of both general and more specific lighting, ensuring adequate lighting, avoiding shades and guaranteeing white medium colour Led temperature (between 4000k and 5000k) light.

The Contractor will also carry out all subsequent procedures with the official contractors and coordinate with them.

Please send specifications of the lamps and drawings showing the location of the lights.

Labor to install, assemble, connect and hang all the lights must be included in the tender.

Please refer Technical services Manual for details regarding Organiser's appointed official contractors for various services, so as to ensure a more efficient and regulated build-up and dismantling.



2.6. Furniture and equipment

The quality and design of the furniture will be appreciated. No system-made furniture will be accepted. A catalogue of the furniture including dimensions of each item of furniture will be positively appreciated.

COMPANIES' BOOTHS

Basic furniture and equipment set for 9sqm:

- 1 info counter:
 - Size: 1.00m x 0.50 x 1,05mH, furnished with shelves and lockable doors.
 - Company logo on counter's front, preferably backlit.
 - No modular system allowed.
- 1 table + 4 chairs
- 1 waste bin.
- 1 low lockable cabinet. No modular system allowed.
- 3 sockets 120 V/500 Watts.

All artworks will be sent to awardee well before the dates of the Show.

START UP TUNNEL

Basic furniture and equipment set for Start Up tunnel:

- 1 neon or backlight letters identificatory for this area.
- Table and stools preferable in red colour.
- Backlight graphic image

INSTITUTIONAL AREA

Basic furniture and equipment set for Institutional area:

- Backlight graphic image
- 1 info counter:
 - Size: 2.00m x 0.50 x 1,05mH, furnished with shelves and lockable doors.

This service / activity is eligible for co-financing from the European Regional Development Fund (ERDF).

- Institutional logos on counter's front, preferably backlit.
 - No modular system allowed.
- Lounge area: Table and chairs preferable in yellow colour.

COMMON AREA

Basic furniture and equipment set for common area:

- Table + chairs: the final number will depend on the space available.
- Each table will include one socket preferably embedded in the floor platform in case as we cannot accept visible wires on top of the floor platform. All wires to be embedded as well as all the sockets.
- Wall full covered with graphics
- A description of each item of furniture including pictures, available colours, dimensions and materials should be included in the bid.
- Video Led Wall 2 m D x 1 m H as possible. It will be necessary to include loudspeakers and audio equipment for proper sound. It will be a space used for presentations.
- A sound technician will be required for maintenance during the days of the fair.

COFFEE AREA

Basic furniture and equipment set for common area:

- Table and stools.
- Wall full covered with graphics
- Bar table and cabinet with locker.
- water source
- Coffee and supplies: napkins, glasses, spoons, capsules, milk...

Extra furniture

The exhibitors will have the option to order items in addition to those included in the above set. To this end, a list of pictures, dimensions, materials and prices of the following optional items should be submitted:

- Table.
- High table.
- Chair.
- Stool.
- Waste bin.
- Socket 120 V/500 Watts.
- Lockable cabinet.
- Plasma screen 32".
- Plasma screen 42".
- Shelf (1 m long).

The contractor must compile the list of final exhibitor's requirements, both basic and extra.

A furniture catalog will be highly appreciated.

Suggestions:

Chairs:



Stools:



Lounge:



3. MISCELLANEOUS

Communication language regarding this tender, as well as the execution of the successful project, will only be English or Spanish.

3.1. Project Approval and Permits

The contractor shall be responsible for the management and contracting with the trade fair of all the permits necessary for the execution of the stand and compliance with the trade fair regulations, both in technical aspects and in safety and fire protection. If requested, the successful bidder will provide fair organization with the necessary plans for the understanding and authorization of the project, and if

necessary, will pay for the deposits or payments requested as a prior step to the authorization of the work to be carried out at the fairgrounds.

3.2. Production and assembly Phase

The work to be carried out by the successful bidder also includes the communication of the project to the exhibitors and its adaptation to their requirements. These requirements will be small (eliminating shelves, adding extras at extra cost such as audiovisuals, graphics or lighting, etc.) and in no case will alter the original design of the stand and must necessarily have the approval of ICEX. The successful bidder must adapt the stand design and send final plans to the exhibitor for approval.

It is mandatory that the awardee designates a person as ICEX's interlocutor who will work as Project Manager coordinating the requirements of exhibitors, ICEX and trade fair organizer, both in the coordination and production phase as well as in the assembly phase. That same person will be the one who will travel to the fair to coordinate the assembly of the Pavilion in situ.

The awardee 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.

3.3. Cleaning

The Pavilion must be completely cleaned one (1) hour before the opening of the Trade Fair, being this whole 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.

The stands will be delivered completely clean to the exhibitors so that upon arrival they can start placing their products.

The Pavilion will be considered delivered only if the stands are completely clean, not only the floor and furniture but also the inside of the showcases and the surface of the shelves, so that exhibitors can start placing their product on clean surfaces. Also, the inside of the storerooms so that they can store the boxes of merchandise. If this is not done within the deadline (24 hours before the opening), the penalties established in the Specific Conditions will be applied. The company awarded the contract must have sufficient personnel to carry out this task in advance and must also have cleaning personnel in all the halls where there are stands in the pavilion for the necessary cleaning during the day prior to the inauguration and on the morning of the inauguration.

Since the trade fair cleaning service is usually overloaded the day before and the morning of the opening, the awardee cannot entrust the entire cleaning work to it. It is essential that the awardee assigns a minimum of 2 of its own personnel to be available at least 48 hours before the arrival of exhibitors (72 hours before the inauguration), equipped with the necessary cleaning material, to clean the stands as they are completed, regardless of whether the final cleaning work is contracted in parallel with the trade fair cleaning service.

The stands must be absolutely clean:

1. At the moment the exhibitor arrives to assemble his product, 24 hours before the inauguration, so that he can place them in clean storerooms, display cases and shelves.

2. After product placement, the stands become dirty again due to dust in suspension, so they must be cleaned again to be clean on the opening day, at least one hour before the opening time, so that exhibitors can put the finishing touches on clean surfaces.

Consequently, a penalty will be contemplated if the decorating company does not deliver the stands clean (floor, display cases and furniture) for the placement of the samples 24 hours before the opening of the fair.

ICEX shall be responsible for contracting the cleaning of the Pavilion with the fair on the days following the opening of the fair, unless this has been offered as an improvement by the successful bidder.

3.4. Delivery of the stand

The assembly and construction work shall be completed 24 hours before the inauguration, except for limitations imposed by the Exhibition Center, reserving the last day for general cleaning work (walls, flooring, furniture) and attention to exhibitors.

The Spanish Pavilion will be delivered completely clean, at the expense of the awardee.

3.5. Dismantling

Dismantling, waste management and any other procedure or fee related to the work covered by this tender shall be borne by the successful bidder.

3.6. Maintenance

The successful bidder undertakes to provide a maintenance service for the Spain Pavilion during all days of the fair, which must be carried out by one or more people with the capacity to repair any breakdown of any kind that may occur. These personnel must be physically present at the fair for the duration of the fair and be able to communicate in Spanish or English.

The successful bidder must build the Spain Pavilion in such a way that any breakdown that may occur could be solved by the maintenance team that remains at the fair. It is therefore advisable to take into account the conditions of the Spain Pavilion and to study a construction system that will allow breakdowns to be repaired within a maximum of 12 hours from the time they are reported.

3.7. Photographic report of the Pavilion

The awarded company shall provide a final photographic report of the pavilion. The report should include at least general views of the islands as well as details of the design, the stands and the institutional area, paying special attention to the visibility of the logos.

3.8. Other information

The awarded company shall be obliged to comply with any instructions, corrections and modifications that ICEX may send them, both in the project phase and during the preparation and construction of the Pavilion. Likewise, the awarded company shall agree to work jointly and in coordination with the ICEX team.

ICEX reserves the right to inspect and control the quality of the finishes and the manufacturing process of all materials to be used in the assembly of the Pavilion as many times as it deems necessary. The awarded company shall comply with all guidelines established by ICEX as a result of these inspections.

The more detailed and well-defined the bid is, the better the technical criteria can be evaluated. Likewise, aspects that are not sufficiently explained cannot be evaluated to the fullest extent.

4. ENVIRONMENTAL CRITERIA

In order to improve management aimed at sustainability, the environmental impact on the environment becomes a relevant variable in ICEX activities as differentiating factors.

In that way, the proposals will be sensitive to the protection of the environment to contribute to the prevention of pollution. Environmental management will be considered a strategic element as a competitive advantage over competitors so that ICEX becomes a reference for the sector.

Particular value will be place on:

- Use of appropriate environmental materials and products
- Minimize waste production and recycling
- Reduction of waste generation
- Reduction of the emission of gases
- Use of eco-labelled products or other equivalent quality marks
- Use of recyclable, reusable or recoverable materials
- Use of materials from recycling processes
- Certification of timber and/or forestry products derived from sustainably managed forests

ANNEXES

ANNEX 1 – Legal Documentation to be Submitted

Documentation to be submitted by the bidders:

- Certificate of Public Liability insurance or a third part risk coverage as per Clause Fourteenth 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, fifteen (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.

ANNEX 3 – Economical Offer and automatic criteria

Documentation to be submitted by the bidders. Duly fulfilled.

ANNEX 4 – IAC 2025 Spain'S Design Guidelines

Layout plans are only indicative. A final layout will be sent, if necessary, to the successful bidder in good time before the dates of the Show.

ANNEX 5 – Letter of acceptance signed

Documentation to be submitted by the bidders. Duly fulfilled