

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
 TRADE COMMISSION OF SPAIN IN THE HAGUE
 Dirección: BURG PATIJNLAAN 67-2585BJ The Hague
 E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 12 May 2025 23:59 CET

Date: 11 April 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in The Hague
Contract number	X039-02-2025
Proposal's request	Promotional activation ConsortioSerrano in The Netherlands
Timing, dates and number possible of renewals	Signed date until 31 December 2025 with 3 possible extensions
Max. budget for contract excluding renewals	EUR 63.000 (SIXTY THREE THOUSAND euros), tax excluded
Contract value including renewals	EUR 264.600 (TWO HUNDRED SIXTY-FOUR THOUSAND AND SIX HUNDRED 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 94.500 EUR - Technical solvency: proven track record during the past three years of promotional activities for food products. - Team requirements: a minimum of 1 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 by 12 May 2025 23:59 hrs CET3 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)
Contact for questions	Only written questions by email before 7 May 23:59 hrs CET to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in The Hague, invites companies to submit their proposals for promotional activities ICEX and ConsorcioSerrano in The Netherlands.

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

The purpose of this tender is to find a marketing agency in the Netherlands that will develop a promotional campaign for ICEX/ConsorcioSerrano in the Netherlands throughout 2025. This campaign shall include activities aimed at promoting the Spanish serrano ham products under ConsorcioSerrano brand among professionals in the food retail sector (supermarkets, wholesalers, specialty shops such as cheese stores, butchers, delicatessens, etc.), influencers (gastronomic journalists, food influencers, bloggers, etc.), and consumers.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The company will be in charge of:

2.1. Organize the following Events:

2.1.1. Presentation of ICEX/ConsorcioSerrano for retailers: supermarkets buyers from several Dutch chains including Albert Heijn, Jumbo, Dirk, Coop, some of them are included in the Superunie purchasing group, Picnic, etc.

But also buyers from food wholesalers (Bidfood, VHC, Sligro, Hanos, etc.) and delicacy shops (cheese shops, butchers, etc.)

This event should preferably be organised in one of the 10 ICEX certified Restaurants from Spain in The Netherlands. <https://www.foodswinesfromspain.com/en/certified-restaurants-from-spain/certified-restaurants#NETHERLANDS>

2.1.2. Presentation of ConsorcioSerrano for HORECA (chefs of restaurants, caterings, etc.) This event should preferably be organised in one of the 10 certified Restaurants from Spain in The Netherlands. <https://www.foodswinesfromspain.com/en/certified-restaurants-from-spain/certified-restaurants#NETHERLANDS>

2.1.3. Presence of ICEX/ConsortioSerrano in its own stand in one of the main relevant food fairs for professionals in The Netherlands (FOODSPECIALITEITEN OR GASTVRIJ ROTTERDAM 2025)

The selected agency will be responsible for:

- Negotiating with the fair organization to secure the best possible location and conditions. Price of the stand (including renting the space, furniture, decoration, etc.) shall have its own budget and will not be part of the company fees.
- Designing and setting up the stand, ensuring an attractive and professional presentation ICEX /ConsortioSerrano
- Promoting ICEX Foods and Wines from Spain / ConsortioSerrano's participation in the fair through various channels to maximize visibility and engagement.
- Providing a final report summarizing the key results and impact of the brand's presence at the event

2.1.4. Digital plan with **influencers**: ICEX/ConsortioSerrano will have one of more influencers collaborating in 2025. In 2024 ConsortioSerrano had a collaboration with food influencer Nigel van der Horst. This influencer has a very large amount of followers and has promoted ConsortioSerrano within his network throughout some posts in its Instagram account. The collaboration with this influencer is highly appreciated and should be maintained in 2025.

If not possible, the Agency shall find one or maximum two Dutch food influencers that shall collaborate with ConsortioSerrano.

ConsortioSerrano has not its own social (Instagram, Facebook, Youtube) account in The Netherlands. Influencers should promote in their own social accounts and tag ConsortioSerrano and ICEX in its posts, reels, stories, etc.

2.1.5. Communication plan for **professionals**: To enhance brand awareness among Dutch food professionals, articles or advertorials about ICEX/ConsortioSerrano should be published in relevant Dutch magazines, newspapers, bulletins, and / or blogs. These publications should target professionals in the food sector, including supermarket buyers, wholesalers, delicatessen shop owners, chefs, etc.

In 2024, advertorials about ICEX/ConsortioSerrano were successfully published in Lekkernijver Fair edition. For 2025, new articles or advertorials should be developed to introduce and reinforce the presence of the ConsortioSerrano label within the Dutch market.

The agency will be responsible for identifying suitable media outlets, negotiating placements, creating engaging content, and ensuring broad visibility within the target audience. The drafts of the articles must be sent to ICEX / ConsortioSerrano for review, allowing corrections. All published articles must include the relevant ICEX logos (currently five, subject to modification) and the ConsortioSerrano logo.

2.1.6. Communication plan for **consumers**: Advertorials or articles about ICEX/ConsortioSerrano shall be published in Dutch magazines, newspapers, blogs, and other media channels targeting consumers. In 2024, ICEX/ConsortioSerrano published several articles and recipes in Foodelicious (online), Lekkernijver (offline), and Indebuurt (online). For 2025, new articles and advertorials, including recipes, should be published to effectively reach Dutch consumers and increase brand awareness. Drafts of the articles must be sent to ICEX / ConsortioSerrano for review, allowing corrections. All published articles must include the relevant ICEX logos (currently five, subject to modification) and the ConsortioSerrano logo.

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

3. TERM AND EXTENSION OF THE AGREEMENT

- a. **Term.** The services described in the contract will run from the date the agreement is signed by both parties until 30 November 2025.
- b. **Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for 3 additional campaigns 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

- a. **Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will **264.600€ (TWO HUNDRED SIXTY-FOUR THOUSAND AND SIX HUNDRED EUR)**. Bids will be made in EUROS **excluding taxes**.
- b. **However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.**

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 264.600 EUR excluding taxes, which includes the following maximum amounts:

Main contract maximum budget: 63.000 EUR
Renewal (first) maximum budget for 2026: 63.000 EUR
Renewal (second) maximum budget for 2027: 63.000 EUR
Renewal (Third) maximum budget for 2028: 63.000 EUR

Modifications to the contract: 12.600 EUR

Foreseeable reasons that could lead to a modification of the contract value include: the need to broaden the scope of the activity. This may be due to the need to increase the duration of the event or the number of participating brands, or the need to add a complementary activity to the elements listed in this document).

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

5. PAYMENTS AND INVOICES

- a. **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 The HAGUE.
- b. **Payment currency.** Payments to the company will be made in the currency of the Contract, which is EURO. Any currency exchange costs will be borne by the bidder.
- c. **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.
- d. **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:

lahaya@comercio.mineco.es

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 94.500 EUR, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in promotion of food products in The Netherlands. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in The Netherlands concerning the following sectors:
- Retailers (supermarkets, wholesalers, shops, etc) and food importers
 - Horeca (restaurants, caterings, etc.)
 - Influencers (food influencers, bloggers, gastronomic journalists, etc.)
 - Consumer media related to food
 - Professional media related to food
- 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 in The Hague.

A minimum of 1 staff member assigned to this project is expected.

Staff Member working for ICEX / ConsorcioSerrano shall:

- Develop communication plan and activities for promotional campaign ICEX/ConsorcioSerrano
- Write and send a press release informing about the starting of promotional activities ICEX/ConsorcioSerrano in The Netherlands 2025.
- Interact with professionals including retail buyers, shop owners, chefs, journalists, publishers, magazines, fair organizers, etc.
- Keep email (or telephone)weekly communication with ICEX staff in The Hague in order to inform about the development of marketing activities
- At least once every month, organise a TEAMS meeting with ICEX/the Hague and ConsorcioSerrano staff in order to evaluate and coordinate ongoing activities
- Identify, develop and disseminate relevant and engaging content in order to support influencer(s) collaborating with ICEX/ConsorcioSerrano
- Supervise and coordinate the invitations, contacts with Restaurant hosting events, etc.and prepare and attend events (Retail Event, Horeca Event, etc.)
- Coordinate the presence of ICEX/ConsorcioSerrano stand at profesional fair: this includes all communication between fair organisator and ConsorcioSerrano and ICEX/The Hague).

During the fair the presence of staff member will be compulsory during the fair (one, two or three days depending on the length of the fair) in order to give support to ICEX/ConsortioSerrano stand. Supervision also of stand building before the fair and closing fair is mandatory.

- Send monthly invoices to ICEX/The Hague after completing activities including 3d parties costs (from Restaurants, fair organisers, publishers, influencers, etc.)
- Analyse the performance of communication activities and produce final reports.:before 31 December 2025 full report of activities (including pictures, KPIS, etc.) carried during the year for ICEX/ConsortioSerrano
- Before publication, ICEX / ConsortioSerrano will first be informed about the content for approval. Additionally, once the post, video, article etc., has been completed, it will also require approval before being published, with no limit on the improvements that may be requested to the agency.
- All published articles must include the relevant ICEX logos (currently five, but subject to modification during the year) and the ConsortioSerrano logo.

The company will notify the Economic and Commercial Office any changes to the team that may have an impact on the development of the project. Any member leaving the team will have to be replaced with a person that meets the requirements of this briefing. Any changes of key personnel could affect its potential renewals. The company team will regularly hold meetings with the team of the Economic and Commercial Office in The Hague to monitor the development of the project. These meetings can be held via videoconference (preferably TEAMS) at least, once every two weeks.

6.4 Assignment. The assignment of the contract is not allowed.

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA		Scores (Max.)
a. Price competitiveness of the tender		30
<ul style="list-style-type: none"> • The Agency with the lowest total budget, inclusive of agency fees (excluding taxes) will receive the highest score, and the rest will obtain the proportional score: <ul style="list-style-type: none"> ○ Most economical offer receives maximum score. ○ Rest of the offers will have the following formula applied: points per offer = <i>(price of the most economical offer / price of each offer) x maximum score (xx)</i>. <p>Financial Proposals must exhaust the maximum budget available for the contract (excluding taxes), without exceeding it. Any Financial Proposals that go over the maximum budget available for the contract (excluding taxes) will not be accepted.</p>		
b. 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, will be automatically excluded. 		
Retail Event: Total 7 points		
<ul style="list-style-type: none"> • Conceptual orientation of the proposed activity: The marketing strategy for the Communication and PR Campaign chosen to carry out the proposed activity will be evaluated, and market knowledge will be assessed: max 2 points. • Technical quality of the proposed activities: The general procedures and means used to carry out the proposed activity will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activity: max 2 points. • Selection of location (preferably Restaurant from Spain in The Netherlands): max 1 point. • Data base with supermarkets, importers, shops, etc.: max 2 points 		
Horeca Event: total 9 points		
<ul style="list-style-type: none"> • Conceptual orientation of the proposed activity: The marketing strategy for the Communication and PR Campaign chosen to carry out the proposed activity will be evaluated, and market knowledge will be assessed: max 2 points. • Selection of location (preferably Restaurant from Spain in The Netherlands): max 2 points 		

- Technical quality of the proposed activities: The general procedures and means used to carry out the proposed activity will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activity: max 2 points.
- Data base with chefs, restaurant owners, etc.: max 3 points

Participation at professional Fair: Total 13 points

- Suitability of the Fair Proposal: (maximum 7 points). The proposed fair(s) will be evaluated to determine their suitability in terms of costs of the stand, location, prestige, size, facilities, access by public transport, and alignment with the event design guidelines.
- Promotional materials and on-site decoration: Level of detail in the preview, creativity, design, and adequacy to the event's objective of the printing materials and decoration specified in the proposal. (maximum score of 3 points)
- Public relations strategy: Level of detail in the proposal of the measures (e.g. number of mailings to invite professionals to visit the stand, etc.) to be taken and resources to be assigned to ensure the attendance of professional visitors from the food sector at each of the events. (maximum score of 3 points).

Influencers: Total 14 points

- The influencer(s) being considered will be assessed according to their followers count in Instagram (max 6 points) and Facebook (max 4 points) and engagement with food/ cured meats topics, while also considering the campaign's goals and intended audience(max 4 points).

Communication plan for consumers : 11 points

- Conceptual orientation of the proposed activity: The marketing strategy for the Communication and PR Campaign chosen to carry out the proposed activity will be evaluated, and market knowledge will be assessed: max 4 points.
- Technical quality of the proposed activity: The general procedures and means used to carry out the proposed activity will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activity: max 6 points.
- Data base with media selection for consumers: max 1 point.

Communication plan for professionals: 16 points

- Conceptual orientation of the proposed activity: The marketing strategy for the Communication and PR Campaign chosen to carry out the proposed activity will be evaluated, and market knowledge will be assessed: max 7 points.
- Technical quality of the proposed activities: The general procedures and means used to carry out the proposed activity will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activity: max 8 points.
- Data base with media for professionals: max 1 points.

TOTAL

100

The elements of the proposals - other than price - 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

- a. **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.
- b. **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 of **three years experience** in similar projects is required.
 - **Financial Solvency.** Bidders must prove an annual turnover of more than 94.500€ 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.
- c. **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:

Retail Event with supermarkets, distributors, shops, etc.
Horeca event including rest owners, chefs, caterings, etc.
Digital plan collaboration with influencer(s)
Communication media plan for professionals
Communication media plan for consumers
Professional fair (Foodspecialiteiten 2025/Gastvrij Rotterdam 2025)

- d. **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.

ICEX/CONSORCIO SERRANO ACTIVITIES IN THE NETHERLANDS 2025	BUDGET
Retail Event with supermarkets, distributors, shops, etc./agency Fees	euro
Horeca event including rest owners, chefs, caterings, etc. /agency fees	euro
Digital plan collaboration with influencer(s)/agency fees	euro
Communication media plan for professionals/agency fees	euro
Communication media plan for consumers/agency fees	euro
Professional fair (Foodspecialiteiten 2025/Gastvrij Rotterdam 2025)/agency fees	euro
Total Agency fees	euro
Total budget 2025	63.000,00 euro

- i. **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.
- ii. **Currency.** The proposal will be drafted in EURO

9. SUBMISSION OF PROPOSALS

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

- a. **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 **12 May 23.59 hrs CET**. Proposals not submitted within the deadline will be automatically excluded.
 - i. **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).
 - ii. **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.
 - iii. **Language.** The proposal will be drafted and presented in English.
 - iv. **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.
- b. **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 is from a clarification requested by ICEX.
- c. **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.
- d. **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.
- e. **Assessment of proposals.** 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 Document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, 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.
- f. **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.

- g. **Contact persons.** Questions related to this briefing might be addressed in written form **until 7 May 23.59 hrs 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

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

President	Maria Naranjo	ICEX Director Food and Beverage Department Madrid
Substitute	Salomé Martínez	ICEX Food and Beverage Department Madrid
Member	Alicia Martínez	ICEX head promotion F&B department The Hague
Substitute	Sonia Hoetmer	ICEX Food and Beverage Dept The Hague
Member	Lidia Escribano	ICEX Food and Beverage Dept Madrid
Substitute	Lidia Martínez	ICEX Food and Beverage Dept Madrid
Member	Monika Mikos	ICEX Food and Beverage Dept Madrid
Substitute	Lucía Bilyk	ICEX Food and Beverage Dept Madrid
Secretary	Pedro Patiño	Head of the Procurement Department
Substitute	Isabel Arias	Member of the Procurement Department

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

**VIA OZALLA
OSCAR**

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por VIA OZALLA OSCAR
Fecha: 2025.04.10
16:01:18 +02'00'

Oscar Vía Ozalla
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in The Hague

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.
- 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 employees 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 the 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”.

The following LOGOS SHOULD BE INCLUDED IN ALL PROMOTION MATERIALS (ARTICLES, ADVERTORIALS, INVITATIONS, BANNERS, ETC.)



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>