



**TILE OF SPAIN
COMMUNICATION CAMPAIGN (RUSSIA)**

REQUEST FOR PROPOSALS

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THE INFORMATION CONTAINED IN THIS DOCUMENT IS PRIVATE & CONFIDENTIAL AND IS NOT FOR CIRCULATION OR OTHER USE BEYOND PREPARATION OF A PROPOSAL.

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Moscow, invites advertising and communication agencies to submit their proposals for the definition, development and implementation of a **Communication campaign to promote ceramic tiles in the Russian Federation (hereinafter, the Campaign)**.

ICEX and ASCER (Spanish Ceramic Tile Manufacturer`s Association) have reached an agreement to promote the image of Spanish ceramic tiles sector in several international markets, including Russia. This campaign will run under the collective brand **“Tile of Spain”** which is implemented worldwide, and will make use and be consistent with the creativity previously developed within that program.

ICEX aims at contracting an **advertising and communication agency (hereinafter, the Agency)** to carry out the Campaign. The Agency will be responsible for the implementation of the actions proposed below.

1. TERMS OF REFERENCE

ICEX, the Spanish trade and investment promotion agency

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose is to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Industry, Trade and Tourism (MINCOTUR) (www.mincotur.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.

Since its foundation ICEX has been instrumental to the modernization of Spanish economy. The original mandate of ICEX was to **promote exports of Spanish products to foreign markets**, in which field it has excelled and accumulated a noteworthy expertise. Its current portfolio of export promotion activities comprises the organization of business delegations, product promotion events, participation of Spanish companies at international trade fairs, the elaboration of market intelligence and many other services. In order to better serve the needs of Spanish companies, ICEX has also gradually developed products that cater not only to exporters, but also to other actors involved in the international distribution chain of Spanish products, such as importers, distributors, or prescribers.

Due to the success of the agency and the deeper integration in the global economy reached by Spain, the mandate of ICEX has been updated so that it also includes the promotion of the competitiveness of Spanish companies, with special attention to SMEs, and the attraction of foreign direct investment to Spain. Regarding the first issue, ICEX has implemented different educational, informational and promotional programs to improve the competitive toolbox of SMEs when entering foreign markets. It has also been key in the expansion of Spanish direct investment abroad, by coordinating efforts from different entities in the public sector in order to provide companies with multiple kinds of support. Regarding the second mandate, ICEX has played an important role in the improvement of the business environment in Spain, by benchmarking foreign policies and importing international best practices. The integral support ICEX provides to foreign investors has also motivated many of them to develop and expand their projects in Spain.

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.

In the case of Russia, there is one Economic & Commercial Offices located in Moscow. This office is in charge of all Russian regions and also of Belorussia, Armenia, Uzbekistan, Turkmenistan and works together with ICEX in the implementation of all the programs.

“Tile of Spain” creativity

All the creativity of the campaign and any promotional material must include the logo of the collective brand of Tile of Spain:



The creative image campaign of the collective brand Tile of Spain and its short and laconic slogan "Tile Style" position Spanish ceramics as an innovative and cutting-edge product associated with contemporary lifestyle, architecture and design. The original graphic solution, developed by the Natural studio, makes the updated image recognizable and allows to easily modify it in accordance with the current industry trends. It is based on a special font: Latin letters are composed of separate geometric fragments resembling ceramic tiles in shape.

Spanish Ceramic Industry

Spain is one of the important manufacturers and exporters of tile worldwide. The ceramic industry is one of the most dynamic and innovative in the Spanish economy and, within the world ceramic sector, it is positioned as a leader in terms of technological development, design and quality.

Spain is the main European tile manufacturer. The annual sales volume of the sector amounts to € 3,842 million (in 2020), of which 75% corresponds to exports to more than 190 destinations.

95% of the production is concentrated in the province of Castellón, belonging to the Valencian Community.

The state of Tile of Spain in Russia

Despite the vulnerability that characterized the country's economic fabric in recent years as a result of an acute economic crisis, as well as the recent COVID-19 pandemic, Russia continues to consolidate itself as one of the strategic destinations for Spanish tile exports.

In 2020, Spanish exports to Russia reached 60 million euros, representing a decrease of 17%, compared to the results of 2019.

Since 2008, Spain has positioned itself as the main foreign tile supplier to the Russian Federation with a market share of 13%.

Communication Campaign in Russia in 2022

In consideration of the strategic importance of Russia for Spanish ceramic tiles exporters, ICEX has decided to contract an **advertising and communication agency** exclusively for Russia. The selected agency will be responsible for **designing, planning and execution of the promotional campaign**, both online and offline. The Campaign is expected to last for ten (10) months, **from around March 1st, 2022 till December 31th, 2022**, though the exact date of the Campaign launching may vary. The maximum available budget for this contract is **EUR 81,000, inclusive of agency fees and expenses of third parties, and excluded of any applicable taxes.**

The launch of an advertising and communication campaign exclusive responds to different motivations.

- 1. Increase the knowledge of the offer and of the Spanish companies on the part of the distributors and opinion prescribers.
- 2. Promote the presence of Spanish tile in Russian specialized media, positioning Spanish companies as innovative, both in technology and design.
- 3. Establish solid relationships with Russian professionals.

The actions of the campaign will be divided according to the target audience to which they will be directed:

- Actions aimed at specialized information media
- Actions aimed at the professional public (distributors and opinion prescribers)

Proposals must contain the following actions:

Actions aimed at specialized Mass - media:

- **Press and monitoring services:** attention to inquiries from the specialized media about the products and novelties of Spanish manufacturers; preparation of at least 5 news items per month on developments in the Spanish tile sector and sending them to specialized magazines / web portals; creation of press dossier on the main trade fairs in the sector (CERSAIE, CEVISAMA, ARCHMOSCOW and MOSBUILD). Press monitoring could consist of an annual press - clipping in an electronic version.
- **Media-plan. Publication of thematic advertorials** in specialized press on interior design and architecture, and on specialized web portals.

Actions aimed at the professional public (distributors and opinion prescribers):

- Maintenance and updating of the contents of the website in Russian www.tileofspain.ru
- Distribution of the electronic version of the magazine CERASPAÑA (informative publication on Spanish tiles in interior design and architecture) edited by ASCER. One publication a year.
- Activity oriented to the prescription channel: this segment plays a key role in the distribution of quality ceramic tiles in Russia, that is why it would be interesting to develop a low-cost budget action, aimed at architects and interior designers. Any format, both digital and face-to-face, could be evaluated: presentation, contest, etc.

- Organization of an informative seminar on Spanish tiles, for architects and designers in a Russian region, whose construction sector is experiencing positive dynamics. The seminars must have the direct participation of between 10-12 Spanish manufacturers and have a small exhibition area for product samples. This type of activity is highly valued by both manufacturers and distributors (more information about the activity at www.tileofspain.ru).
- Maintenance of Tile of Spain Russia accounts on Facebook and Instagram

Apart from the activities already mentioned, other additional ideas for promotional actions that contribute to achieving the objectives of the campaign are welcome.

2. CONTRACT SCOPE

- a. The scope of this contract is to appoint an advertising and communication agency that will **design, plan and execute a communication campaign for Tile of Spain in Russia.**

3. CONTRACT CONTENT AND JURISDICTION

- a. **Campaign contract.** Once the Agency has been selected, a contract will be signed between ICEX and the Agency (hereinafter, the Contract) that will include: copyright issues, activities to be carried out, payment terms and conditions as well as other elements.
- b. **Applicable law and dispute resolution.** Spanish law shall be applicable to the contents of this tender. Any dispute, disagreement, issue or claim which may arise between ICEX and the Agency from the performance of the Campaign and the Campaign contract 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.

4. CONTRACT TERM

- a. **Contract term.** The term of the contract is intended to run for **ten (10) months**, starting on the date the agreement is signed by both parties, which is expected to be around **March 1st, 2022**, until **December 31th, 2022**. The final date of agreement signing is subject to variation though.
- b. **Contract renewal.** Once the contract expires, it can be renewed **once** by agreement between ICEX and the Agency, this means that the Contract can be renewed for the 2023 Campaign. All the terms and the amount will remain the same as in the original contract.

5. CONTRACT BUDGET

- a. **Maximum available contract budget.** The maximum available budget for this Contract is **EUR 81,000**, inclusive of agency fees and expenses of third parties, and excluded of any applicable taxes. Under no circumstances will the contract budget be exceeded. Bids will

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

- b. **Estimated Campaign contract value.** The estimated total contract value of this Campaign, i.e., value of the first contract and possible extensions, is **EUR 162,000**, inclusive of agency fees and expenses of third parties, and excluded of any applicable taxes.

6. 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 Agency before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in Moscow.
- b. **Payment currency.** Payments to the Agency will be made in the currency of the Contract, which is the **EUR (Euro)**. Any currency exchange costs will be borne by the Agency.
- c. **Payments to offshore accounts.** Payments to bank accounts of the Agency located offshore from Russia will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the Agency.
- d. **Invoices.** ICEX expects to be invoiced once each communication and advertising action involved has been contracted, implemented, completed and approved by ICEX.

1. **Invoice details.** All the invoices addressed to ICEX, must be billed as follows:

ICEX España Exportación e Inversiones, E.P.E.
VAT Number: Q2891001F
c/o Economic & Commercial Office of Spain in Moscow
ul. Vozdvizhenka, 4/7, str.2, 125009 Moscow, Russia
Tel: +7 495 783 92 81-82-83
E-mail: moscu@comercio.mineco.es

2. All expenses shall be billed with a company invoice containing the items listed below: (a) full company name, (b) company letterhead and/or logo, (c), company address, (d) date, (e) invoice number, (f) company VAT/Tax number, (g), description of the items, (h), price and sales tax, or indication of tax exempt, (i), total amount due.
3. All expenses will be verified against contract terms. In order to facilitate follow up and audit procedures of ICEX, the Agency is expected to provide all materials and documentation in the same order as the invoices.
4. All expenses paid to vendors or third parties outside of the Agency shall attach a copy of the invoice of the original supplier, and may be subject to payment verification for approval. ICEX reserves the right to carry out verifications by independent auditors in order to verify the veracity of the executed actions and the purchased media.

5. **Unexecuted actions.** ICEX expects to pay only for executed actions. In case any communication action is not carried out, it will not be paid, and the corresponding agency fees will be deducted.
 6. **Changes and modifications.** Any changes and modifications to the proposed communication plan made in the execution phase shall be expressly approved by ICEX beforehand. Any action that entails a modification of the proposed media plan that is carried out without ICEX's express approval shall not be paid.
- e. **Payment schedule.** Will be provided once all the Campaign activities and elements, including the calendar, are defined. The Payment Schedule will be reflected in the contract.
- ICEX does not pay any advances.
- f. **Assignment of the contract.** The assignment of the contract is not allowed.

7. AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is seeking an integrated advertising and communication agency with demonstrated expertise in interior design and architectural sector. The Agency must have the human and material resources necessary for the successful execution of the Campaign outlined in this brief.
 - i. **Meetings.** The Agency must be able to conduct regular and timely meetings with ICEX, represented by the Economic & Commercial Office of Spain in Moscow. In view of mobility constraints in the context of the pandemic, ICEX might allow the Agency to conduct meetings by videoconference, in case the latter so request it.
 - ii. **Languages.** The Agency must be able to provide services in Russian to meet the needs of the Campaign. However, the Campaign proposal will be drafted in English or Spanish. Communication between ICEX and the Agency will be in English or Spanish.
- b. **Agency Administrative Requirements: Project References.** In order to assess its technical capability to carry out the Campaign, the Agency shall detail in its proposal references for works similar in scale and scope, executed in Russia during the last **three (3) years**. The references submitted shall indicate the dates and the activities description in brief.
- c. **Agency Administrative Requirements: Project Resources.** The Agency must demonstrate possession of the tangible and intangible resources necessary for the successful execution of the Campaign outlined in this brief. In order to assess its capability to carry out the Campaign, the Agency shall detail any **technical resources** to develop its communication and advertising services, e.g. software for graphical design, social media management, public relations, or digital marketing, among other.

- d. **Agency Administrative Requirements: Financial Solvency.** All competing agencies will be required to provide a solvency report, including their audited financial accounts for the **best of the last three accounting (3) years**. The minimum annual turnover requirement is an amount equivalent to **81,000 EUR**, in the best of the past **three (3) accounting years (2021, 2020 and 2019)**.
- e. **Non-compliance.** Non-compliance with any of the requirements established in the present section will result in the **disqualification** of the agency concerned. However, ICEX allows competing agencies to comply with the requirements set in this brief by means of subcontracting, joint ventures or other business cooperation agreements. In this case, competing agencies must clearly state in their offer if they use any of these options to meet the requirements set in this brief, and provide documentation that legally demonstrates the extent and seriousness of the relationship between companies involved.

8. CONTENTS OF PROPOSALS

- a. **Proposal content.** The competing agencies 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 anyone of the said documents will be considered incomplete and excluded.
- b. **Document 1: Administrative Requirements of the Agency (PDF file).** All competing agencies must present an electronic file in PDF format, comprising the following documents:
- **Acceptance letter.** All competing agencies are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
 - **Project References.** The dossier should detail promotional projects of similar scale and scope, as stated in **clause 7.b**.
 - **Project Resources.** The dossier should detail tangible and intangible resources available to the project, as stated in **clause 7.c**.
 - **Financial Solvency.** All competing agencies will be required to provide a solvency report including their audited financial accounts for the **best of the last three (3) accounting years (2021, 2020 and 2019)**, as stated in **clause 7.d**.
- c. **Document 2: Technical Proposal of the Agency (PDF file).** All competing agencies must present a detailed work proposal, **without any reference to the fees**, and work plan for all project categories. Proposals that include any reference to the project fees will not be considered. The Technical Proposal may not exceed, in total, **thirty (30) pages**.
1. **Project Team.** The Agency shall detail in its proposal the team of employees and consultants assigned to this contract (**hereinafter, the Team**), specifying

the professional qualifications and previous projects of Team members, as well as a description of the roles and tasks they will perform, so as to ensure that the Team is sufficient and capable of carrying out the necessary tasks in the Campaign.

- 1.1. The requirements set in this section are mandatory, and agencies that do not present in their proposal a team that meets all the requirements will be excluded. While the Agency is allowed to comply with the requirements set in this brief by means of subcontracting, joint ventures or other business cooperation agreements, the proposal must clearly detail which roles will be supplied by subcontracting. ICEX expects that all key Team members assigned by the Agency to the contract remain committed to the Campaign for its entire duration.
- 1.2. The Agency must detail in its proposal the role of each Team member assigned to the different program areas of this Campaign. In addition, their detailed resúmenes must be included in the proposal, according to the model included in **Annex I** (MS Excel file).
- 1.3. ICEX expects that all key Team members (i.e. Team Leader, Team Administrator and Team Contact Person) assigned by the Agency to the contract have a sufficient command of English and Russian to meet the needs of the Campaign. It is reminded that, though the Agency is expected to deliver communication and advertising services in Russian, communications between ICEX and the Agency will be in English or in Spanish.
- 1.4. **Team Leader.** The Agency must designate a senior member of the Team responsible for the planning, organization, and overall implementation of the Campaign. This member should have a minimum **five (5) years** of experience in the advertising and communication industry, and a minimum of **two (2) years** in advertising and communication for interior design and architectural sector.
- 1.5. **Team Administrator.** The Agency must designate a member responsible for all reporting and accounting, in order to ensure compliance on a timely basis. This member should have a minimum **two (2) years** of verifiable experience with similar administrative and accounting matters in Russia.
- 1.6. **Team Contact Person.** The Agency must designate a single contact person that is informed of all aspects of the contract, including administrative matters, and has direct communication with ICEX, as represented by the Economic & Commercial Office of Spain in Moscow. This member should have a minimum **two (2) years** of verifiable experience with similar matters in Russia.

The roles of Team Administrator and Team Contact Person can be performed by the same representative of the Agency.

2. **Project Work Plan.** The Agency will present a detailed work proposal for the Tile of Spain Campaign which will include the activities listed in this Briefing.

- d. **Document 3: Financial proposal of the Agency (MS Excel file).** All competing agencies must present a financial proposal, including a detailed budget for the Campaign and a proposed breakdown of all costs, according to the table depicted in **Annex II (MS Excel file)** of this briefing. The **agency service fee** and all **applicable taxes** must be specified and included in the above cited amounts. Proposals exceeding the maximum available budget, as stated in **clause 4.1**, will not be considered.
- **Agency fees.** Agencies should be aware that all local transportation, mail, messenger and equivalent costs will be considered as part of the agency overhead and will be covered in its fees. Besides, ICEX reserves the right to assess whether any of the amounts not included in the fees should also be considered as such. The proposal must include the sum required by the agency as a fee (both in amount and as a percentage of the offer).
 - **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.
 - **Currency.** The proposal will be drafted in **EUR (Euro)**.

9. SUBMISSION OF PROPOSALS

- a. **Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in Moscow, will send this brief to different advertising and communication agencies. The brief will also be published on the website of ICEX (<https://moscu.oficinascomerciales.es>).
- b. **Submission of proposals.** The agencies wishing to participate in the tender must send the documentation listed below, exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before **March 11th, 2022 at 09:00 a.m. Madrid time**. Proposals not submitted within the deadline will be automatically excluded.
- **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 agencies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).
 - **Expenditures.** Please note that any expenditure incurred by competing agencies in the preparation of the proposals, presentations and quotes will be at the expense of the said agencies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
 - **Language.** The proposal will be drafted and presented in English.
 - **Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing agencies of all the clauses contained in this brief.

- c. **Amendment of proposals.** Once competing agencies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX, according to the procedure stated in **clause 8.4**.
- d. **Clarification of proposals.** Competing agencies 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.
- e. **Compliance of proposals.** All competing agencies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each agency, 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 agency concerned.
- f. **Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing agency has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price (fees) contained in the financial proposal offer will not be known until that moment.
- g. **Selection of agency.** A decision will be made as soon as possible from the published proposal due date. The decision will notified via e-mail to all competing agencies and published on the website of ICEX and on the *Plataforma de Contratación del Sector Público* as well, in order to enable the selected agency to begin work promptly.
- h. **Contact persons.** Questions related to this briefing might be addressed in written form until March 7th, 2022 **at 09:00 a.m. Madrid time** only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing agencies, as well as the corresponding answers by ICEX, might be shared with all other agencies.

10. EVALUATION CRITERIA

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

TABLE 2. EVALUATION CRITERIA	
Evaluation Criteria	Scores (Max.)
I. Financial Proposal	20
<ul style="list-style-type: none"> • ICEX will assess the fees proposed by the different competing agencies. If necessary ICEX will treat as fees not only those specified by an agency, but also other specified amounts for each activation that might be rightly considered as such. • ICEX will award the maximum score (20) to the Financial Proposal with the lowest agency service fees. ICEX will award other Financial Proposals with the proportional score. 	20

<ul style="list-style-type: none"> Financial Proposals must exhaust the maximum available contract budget, without exceeding it. Financial Proposals that exceed the maximum available contract budget will not be considered. 	
<p>II. Technical Proposal</p>	<p>80</p>
<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 Campaign, assigning points to each of the components of the Technical Proposal, as described below. Technical Proposals that do not receive at least 15 points in component II.2 and 5 points in II.3, will be automatically excluded. ICEX will award responses to each component of the Technical Proposal as follows: <ul style="list-style-type: none"> Non-compliant. The proposal does not comply with basic requirements and/or lacks basic information or detail to be properly assessed. 0% of maximum score Partially compliant. The proposal states that the agency can meet some but not all of the requirements and/or does not provide sufficient information or detail on how they will do so. 50% of maximum score Fully compliant. The proposal states that the agency can meet all the requirements, and provides information and details on how they would do it. 75% of maximum score Exceeds requirements. The proposal states that the agency can meet all the requirements, provides detailed information on how they would do it, and excels at presenting value actions or approaches. 100% of maximum score 	
<p>II.1. Technical Proposal: Project Team.</p> <p>ICEX will evaluate the contribution by the Agency of additional personnel in the Project Team, such as staffers or consultants, renowned experts in interior design and architecture, renowned experts in communication and advertising and social media marketing, and/or notable prescribers, with a maximum of five (5) points.</p>	<p>5</p>
<p>II.2. Technical Proposal: Activities aimed to the professional audience: distributors, architectures and designers.</p> <p>ICEX will evaluate the quality of the proposed Content Plan with a maximum of forty (40 points). ICEX will assess the quality and extent to which the proposed content plan most efficiently satisfies the Campaign objectives; the quality, feasibility and reach of the specific actions proposed. ICEX will award each of these elements as follows:</p> <p><i>II.2.a. Conceptual approach of proposed activities</i> 20</p> <p><i>II.2.b. Technical quality of proposed activities.</i> 10</p>	<p>40</p>

<p><i>II.2.c. The capacity of proposed activities to reach the target audience</i></p>	<p>10</p>
<p>II.3. Technical Proposal: Press Services and Media Plan.</p> <p>ICEX will evaluate the effectiveness of the proposed media plan with a maximum of twenty (20) points. ICEX will assess the effectiveness of the proposed planning process, including calendar of actions to follow and workflow charts to determine the extent to which the proposed plan is realistic and efficient in its distribution of resources, and how the plan ensured the successful execution and reporting of all activities. ICEX will award each of these elements as follows:</p> <p><i>II.3.a. Proposed analysis of targeted media.</i></p> <p><i>II.3.b. Calendar.</i></p>	<p>20</p> <p>10</p> <p>10</p>
<p>II.4. Technical Proposal: Innovations and Improvements.</p> <p>ICEX will evaluate any innovations or improvements of the Technical Proposal with a maximum of fifteen (15) points.</p> <p>In this regard, ICEX will value those elements of the proposal that represent notable innovations or improvements in the conception or execution of the Campaign, e.g. contribution of additional deliverables, innovative contents proposals, innovative communication forms, adaptations of best practices from competing products or countries, and other elements not considered in this brief.</p> <p>The amount of any innovation or improvement must be included in the proposed budget and cannot entail an additional cost.</p>	<p>15</p>
<p>TOTAL</p>	<p>100</p>

- b. **Anomalous Financial Proposals.** Financial Proposals will be evaluated to determine whether they can be considered disproportionate or anomalous. Bids will be considered anomalous when (a) the Financial Proposal is 20% lower than the maximum available budget, in case there are fewer than three bidders, or (b) the Financial Proposal is 10% lower than the arithmetic mean of all bids submitted, in case there are three or more bidders, excluding the most expensive bid for the calculation of the arithmetic mean. Whenever a bid is considered anomalous, the interested agency will be requested to justify its proposal, its terms and its conditions, within the **seventy two (72) hours** following notification. Having received the plea or the aforesaid time limit having expired, ICEX will decide, upon technical advice if necessary, on considering the bid as anomalous, excluding it accordingly.
- c. **Tiebreaker Criteria.** In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.
- Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, to the

largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.

- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

PROCUREMENT BOARD

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

President	Ana Moreno Marcos	Head of Department. ICEX Headquarters
Substitute	Carolina Fernández Infante	Sector Manager. ICEX Headquarters
Member	Marina Zirina	Head of Department. Economic and Commercial Office of Spain in Moscow
Substitute	Pablo Martínez Segrelles	Economic and Commercial Counsellor. Economic and Commercial Office of Spain in Moscow
Secretary	M ^a Jesús Abellán	Deputy Director of Procurement. ICEX Headquarters
Substitute	Pablo Jorge Molina	Member of the Procurement Department. ICEX Headquarters

11 OBLIGATIONS

- a. **Technical Quality.** The Agency shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the Agency 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 Agency bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
 - The processing of any information and data made available to it.
- b. **Monthly Report.** The Agency will provide to ICEX a Monthly Report with the documentation and evaluation of the actions implemented each month in the framework of the Campaign, as well as a planning of the actions foreseen for the next month. In these reports the Agency will also provide a detailed update of the running budget and financial position of the Campaign, including expenses and commitments.
- c. **Final Report.** Likewise, at the end of the Campaign, the Agency shall submit a Final Report, comprising the following items: (i) executive summary; (ii) a complete report on all activities carried out and funds invested in the performance of the Campaign, including evaluation of the actions and proposals for improvement; (iii) a list of all media outlets that participated in the actions of the Campaign; (iv) all contents developed in the course of the Campaign. The Final Report will be submitted within **ten (10) days** from the end of the Campaign.
- d. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the Agency, 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 Agency 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 Agency guarantees have been produced for ICEX and are not owned for third parties.
 - iii. The Agency will send in real time the placements developed in the course of the Campaign to ICEX so that they may be referenced in the global accounts of ICEX (e.g. ICEX and ICEX' Food and Wines from Spain, among others).
 - iv. The Agency 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 Agency within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

- e. **Confidentiality.** The Agency 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 Agency shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The Agency shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the Agency or subcontracted by it.
 - ii. The Agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.
 - iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the Agency for any liability that might be applicable.

12. CANCELLATIONS

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

Cancellation or postponement of actions. In the event an action is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date. In the event that the said action is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

13. CLIENT ORGANIZATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** ICEX is a public business entity dependent of the Ministry for Industry, Trade and Tourism of Spain. It is represented in Russia by the Economic & Commercial Offices of Spain in Moscow. The mission of ICEX is to promote Spanish exports, support the international expansion of Spanish companies, and promote foreign investment in Spain.

- b. **The Economic & Commercial Office of Spain in Moscow.** The Economic & Commercial Office of Spain in Moscow is a diplomatic service, integrated in the Embassy of Spain in Russia. The Office is responsible for promoting trade and investment between Spain and Russia, Uzbekistan, Turkmenistan, Armenia.
- c. **European Regional Development Fund (ERDF).** This Campaign can be subject to financing of the European Union through the European Regional Development Fund. The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013¹, and, in particular, the following:
 - i. 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.
 - ii. 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”.

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

Alicia Varela Donoso
Chief Economic & Commercial Counselor
Economic & Commercial Office of Spain in Moscow

Moscow, the Russian Federation, on the date included in the signature

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>