

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Miles Partnership, LLLP

2. Registration Number
7382

3. Name of Foreign Principal
IFEMA MADRID

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/23/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles will be developing an "Always On" media campaign by working within Google's search engine marketing platform.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles will be developing an "Always On" media campaign by working within Google's search engine marketing platform.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles will be developing an "Always On" media campaign by working within Google's search engine marketing platform.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/25/2024	David Burgess	/s/David Burgess
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/12/2024

DAVID BURGESS



En Madrid, a 23 de junio de 2023

REUNIDOS

De una parte, **DON JOSÉ VICENTE DE LOS MOZOS OBISPO**, con D.N.I. núm. 9.271.919-K.

Y de otra, **DAVID BURGESS**, con número de pasaporte (USA) 526621769.

INTERVIENEN

Don José Vicente de los Mozos Obispo, como Presidente del Comité Ejecutivo de la **Institución Ferial de Madrid** en representación del citado Comité Ejecutivo, en adelante "**IFEMA MADRID**", con N.I.F. Q-28/73018-B, y con domicilio social en Avenida del Partenón, 5 (28042) Madrid;

Don David Burgess, en representación de **MILES PARTNERSHIP, LLP**, en adelante el "**Adjudicatario**", con C.I.F. 02-0761406 domicilio social en 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240 USA.

MANIFIESTAN

1. Que, en el procedimiento seguido por IFEMA MADRID para la adjudicación del contrato de servicios denominado **CAMPAÑA DIGITAL B2B Y B2C ESTADOS UNIDOS Y CANADÁ, PLAN DE ACCIÓN B2B Y B2C PARA GENERAR NOTORIEDAD Y FOMENTAR LA COMERCIALIZACIÓN EN LATINOAMÉRICA Y COORDINACIÓN Y REALIZACIÓN DE ROADSHOWS EN ESTADOS UNIDOS Y CANADÁ. EXP. 23/062**, solicitó oferta con arreglo al Pliego de Cláusulas Administrativas Particulares del referido Expediente que forma parte integrante del presente contrato como Anexo I y que ha sido aceptado incondicionalmente por el Adjudicatario mediante la presentación de su oferta.

2. Que IFEMA MADRID, como resultado del referido procedimiento, ha adjudicado el **LOTE 1 Campaña digital B2C en Estados Unidos y Canadá (incluyendo creatividad y desarrollo de contenido)** del contrato a la oferta presentada por el Adjudicatario (Anexo II), quien ha manifestado que cumple con todos los requisitos para contratar con IFEMA MADRID.

3. Que en virtud de lo dispuesto en la Cláusula 24 del referido Pliego de Cláusulas Administrativas Particulares, las partes proceden a la formalización del presente contrato, del cual formarán parte, y con el mismo carácter contractual, la oferta adjudicataria y el citado Pliego con el resto de documentación señalada en el mismo.

Por tanto, ambas partes se reconocen capacidad legal para celebrar el presente contrato, de acuerdo con las siguientes

CLÁUSULAS

1. OBJETO DEL CONTRATO

Constituye el objeto del presente contrato la ejecución por el Adjudicatario de los servicios de **PLAN DE ACCIÓN B2B Y B2C PARA GENERAR NOTORIEDAD Y FOMENTAR LA COMERCIALIZACIÓN EN LATINOAMÉRICA Y COORDINACIÓN Y REALIZACIÓN DE ROADSHOWS EN ESTADOS UNIDOS Y CANADA EXPEDIENTE 23/062 (Lote 1, Campaña digital B2C en Estados Unidos y Canadá (incluyendo creatividad y desarrollo de contenido))**, de acuerdo con lo recogido en el Pliego de Prescripciones Técnicas, la oferta

presentada por el Adjudicatario y el Pliego de Cláusulas Administrativas Particulares del Expediente de referencia con el resto de documentación que en el mismo y en sus Anexos se señalen, que forman parte integrante del presente contrato.

2. PRECIO DEL SERVICIO

IFEMA MADRID como contraprestación por los servicios prestados, abonará al Adjudicatario el siguiente precio señalado en su oferta:

De acuerdo con la oferta presentada por el Adjudicatario y lo dispuesto en el Pliego de Cláusulas Administrativas Particulares para la determinación del precio del contrato, el precio total alzado y cerrado del contrato para el LOTE 1 queda determinado en TRES MILLONES CUATROCIENTOS CINCUENTA MIL EUROS (3.450.000,00€) más el IVA correspondiente.

3. PLAZO DE EJECUCIÓN

El Adjudicatario iniciará los trabajos objeto del presente contrato el 26 de junio de 2023 y tendrá una duración de DOCE (12) meses.

Y en prueba de conformidad de cuanto antecede, firman ambas partes, en las representaciones que respectivamente ostentan, el presente documento, en la fecha y lugar indicados en el encabezamiento.

Por IFEMA MADRID

Por MILES PARTNERSHIP, LLP

José Vicente de los Mozos Obispo
Presidente del Comité Ejecutivo

David Burgess
Representante Legal



**PARTICULAR ADMINISTRATIVE SPECIFICATIONS FOR PROCUREMENT BY ORDINARY PROCEDURE
WITHOUT PUBLICATION**

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CHAPTER I. GENERAL PROVISIONS

CLAUSE 1. Legal system of the contract and awarding procedure

1.1. The contract referred to in these specifications is a service agreement in accordance with Articles 17 and 26 of Law 9/2017 of 8 November on Public Sector Contracts (hereinafter the 'LCSP').

The present Particular Administrative Specifications, with their Table of Characteristics, annexes and the Technical Specifications, as well as the tender submitted, are of a contractual nature and are, therefore, compulsory.

1.2. This contract is subject to the regulations contained in Articles 321 and 322 of the LCSP and the IFEMA MADRID Internal Procurement Instructions approved by the Executive Committee in its session of 28th June 2018.

1.3. It will be awarded by ordinary procedure without publication, pursuant to the terms of the IFEMA MADRID Internal Procurement Instructions.

CLAUSE 2. Object of the contract and classification

The object of the contract referred to in these specifications is the service specified in **Section 1 of the Table of Characteristics**, in accordance with the conditions established in the Technical Specifications.

The CPV code is established in **Section 1 of the Table of Characteristics**.

If the object of the contract is divided into lots, this shall be indicated in **Section 1 of the Table of Characteristics**, stating the content of each lot, the lots for which bidders may apply or be awarded and the code, where applicable.

CLAUSE 3. Base tender budget and price formulation system

The base budget for the tender is the amount that is detailed in **Section 3 of the Table of Characteristics**.

When the tender is divided into lots, the budget for the lots shall also be specified in **Section 3 of the Table of Characteristics**.

The pricing system (lump sum / unit prices) will be the one determined in **Section 3 of the Table of Characteristics**.

CLAUSE 4. Estimated value of the contract

Section 3 of the Table of Characteristics includes the estimated value of the contract and the method for calculating it, pursuant to the terms of the Internal Procurement Instructions.



CLAUSE 5. Contract price

The price of the contract is the price of the awarding, which in no case will exceed the tender base budget indicated in Section 3 of the Table of Characteristics, which will be the maximum budget. It shall be expressed in euros and shall indicate as a separate item the value added tax or tax which, where applicable, replaces it.

The price of the contract will include all other taxes, fees and charges of any kind that may be applicable, as well as all expenses incurred by the successful bidder as a result of the fulfilment of the obligations contemplated in these specifications and other applicable provisions.

If thus established in Section 3 of the Table of Characteristics, the price of the present contract may be subject to revision, upwards or downwards, for which purpose the applicable formula or formulas shall be established in the aforesaid section.

Section 3 of the Table of Characteristics shall also provide, where applies, the possibility to include price variation clauses depending on the compliance or non-compliance of specific objectives related to performance deadlines.

CLAUSE 6. Contracting authority and the Purchasing and Procurement Committee

The contracting authority is that which is determined in **Section 2 of the Table of Characteristics**.

The Purchasing Committee will be the competent board to evaluate the tenders and qualify the administrative documentation, as well as any procedural acts of the tendering procedure and the other functions attributed to it by the Internal Procurement Instructions and their implementing regulations, where the provisions shall be applicable as supplementary that are contained in the LCSP and its implementing regulations for the contract awarding committees. Its composition is described in Section 2 of the Table of Characteristics.

CLAUSE 7. Credit availability.

The required amount of money is at disposal to meet the financial obligations arising for IFEMA MADRID from the contract referred in this tender.

CLAUSE 8. Contractor profile

Not applicable.

CHAPTER II. TENDERING

CLAUSE 9. Capacity to contract and criteria for the selection of companies

Natural or legal persons, Spanish or foreign, which have full capacity to act, whose activity is directly related to the object of the contract, according to their respective articles of incorporation or byelaws, are not subject to any prohibition to contract and can accredit their economic, financial and technical or professional solvency by the means specified in **Section 7 of the Table of Characteristics**, may participate in the tendering process for this contract.

Entrepreneurs must also have the business or professional qualification indicated in **Section 7 of the Table of Characteristics** that, where applicable, is required for the performance of the activity or service



that is the object of the contract.

CLAUSE 10. Procedure for awarding and processing the dossier

The contract covered by these clauses will be awarded by the procedure set out in **Section 2.3 of the Table of Characteristics**, in accordance with that which is established and regulated in the IFEMA MADRID Internal Procurement Instructions.

CLAUSE 11. Tender evaluation criteria

The criteria which, according to the terms established in Articles 145 and 146 of the Public Sector Contracts Act (PSCA), are supposed to be a basis for the contract awarding, with their corresponding weighting or, otherwise, in decreasing order of importance, in Section 8 of the Section of Characteristics.

When the awarding process is structured into successive phases, this will be indicated in **Section 10 of the Table of Characteristics**, as well as the possible establishment in all or some of them of minimum thresholds to be exceeded by the bidders in order to continue with the selection process.

The evaluation of the criteria which quantification depends on a value judgement shall be carried out by the Purchasing and Procurement Committee, based on the technical report issued for this purpose by the corresponding center.

CLAUSE 12. Tender submission

Tenders shall be submitted pursuant to the terms of Section 1 **6.1. SUBMISSION OF TENDERS** in APPENDIX I.

No bidder may submit more than one tender. Nor may it sign any proposal in a joint venture with others if it has done so individually or appears in more than one joint venture. Violation of these rules will result in the rejection of all the tenders this bidder submits.

The possibility for bidders to offer variants shall be indicated in **Section 9 of the Table of Characteristics**, specifying, where applicable, on which items and under what conditions this submission is authorized. The variants may relate to certain functionalities that the service or services that are the object of the contract may have or to suitably cover needs.

All tenders shall be secret, and the necessary means shall be taken to ensure this.

Bidders' tenders shall comply with the clauses of these specifications and their submission implies unconditional acceptance by the bidder of all the clauses and conditions and of the technical specifications.

CLAUSE 13. Electronic media

The use of electronic and IT means in the submission of the tender, as well as for notifications and communications between the Purchasing and Procurement Committee or the contracting authority and the interested parties, shall only be compulsory if indicated in **Section 6 of the Table of Characteristics**.



CLAUSE 14. Form and content of the tenders

The bids and the accompanying documentation shall be presented in English or Spanish and shall consist of **TWO (2) ENVELOPES** (), on which are written the numbers 1 and 2, sealed and signed by the bidder or person representing it.

The documents enclosed in the envelopes and requiring the signature of the bidder must be signed electronically or in handwriting by the person with enough power to do so.

The documents enclosed in the envelopes and which require the bidder's signature must be signed electronically or handwritten by the person with enough power to do so.

If a tender or other document requiring a signature is to be signed by more than one legal representative, the signatures of all those involved individuals must be included on the document.

The validity and sufficiency of this representation (power of attorney) will be reviewed by the Purchasing Committee at the appropriate time. The Committee shall decide on the exclusion of the bidder in the event of insufficient representation.

The contents of each of the envelopes shall be as follows:

ENVELOPE 1 'DOCUMENTATION ACCREDITING PREREQUISITES'.

Content:

1. Statement of compliance in accordance with Appendix II of the Particular Administrative Specifications, which must be signed and contain the corresponding identification, in which the bidder states:

1. That the company is validly constituted and that, in accordance with its corporate purpose, it may bid for the tender, as well as that the signatory of the statement holds proper representation to submit the tender.
2. That it has the pertinent classification, where applicable, or that it meets the economic, financial and technical or professional solvency requirements, under the conditions established in the specifications and the Table of Characteristics.
3. That it is not subject a prohibition to contract, according to the terms of Article 73 of the LCSP, either by itself or by extension, as a consequence of the application of Article 71.3 of the LCSP (PSCA).
4. The designation of an e-mail address for notifications, which must be 'enabled' according to the terms of Additional Provision 15 of the PSCA, in cases where the contracting authority has opted to make notifications by e-mail, which will be stated in **Section 6 of the Table of Characteristics**.
5. Declaration of the veracity of the documentation submitted and that the scanned copies and documents are true and accurate copies of the original documentation. It shall include a commitment to provide the original documentation at any time it is requested by the Purchasing and Procurement Committee or the contracting authority.

2. Bidders who participate on their own behalf, but shall employ the capacity of one or more other entities, must submit, along with their own statement of compliance, a separate one, containing the relevant information for each of the entities in question.



3. When thus established in **Section 28** of the Table of Characteristics, proof of having visited the IFEMA MADRID facilities.

4. Documentation to be submitted by companies:

- In the case of non-Spanish companies from states that are not members of the European Union or signatories of the European Economic Area Agreement, they must provide:

- o A report from the Permanent Diplomatic Mission or Consular Office of Spain of the company's place of residence stating, subject to accreditation by the company, that they are registered in the local professional, commercial or similar registry or, failing this, that they habitually operate in local business in the field of activities to which the object of the contract extends.
- o Report from the *Spanish Economic and Commercial Office abroad*, given that the company belongs to a signatory state to the World Trade Organisation Agreement on Government Procurement. It can be viewed at:
https://comercio.gob.es/Red_Oficinas_Economicas/Red_Exterior/Paginas/index.aspx

- **5. Details of the bidder provided in accordance with Annex III to the Particular Administrative Specifications.**

- **Verification and compliance with the Statement of Compliance.** - *The Purchasing and Procurement Committee may ask candidates or bidders to submit all or part of the supporting documents when it considers that there is reasonable doubt as to the validity or reliability of the statement, when this is necessary for the smooth running of the procedure and, in any case, before awarding the contract, unless they are registered in ROLECE or similar for EU member states.*

The circumstances relating to the bidders' capacity, solvency and the absence of any prohibition to enter into a contract must be present on the final date for submission of bids and still exist at the time of conclusion of the contract.

ENVELOPE 2

'DOCUMENTATION TO EVALUATE CRITERIA THAT CANNOT BE AUTOMATICALLY EVALUATED BY THE APPLICATION OF FORMULAS'

Content. -

1º Only the documentation indicated, for this envelope, in Section 8.1 of the Table of Characteristics relating to the award criteria whose quantification depends on a value judgement, which cannot be assessed automatically, indicated in the same section, **must be included** .

The supporting documents shall be the most appropriate, in each case, for the evaluation of the tenders submitted. To this end, the nature of the service and, where appropriate, what is established in the Technical Specifications shall be considered.

The submission of the documents shall be done in the most appropriate way for each type, in accordance with the provisions of **Section 8 of the Table of Characteristics**. In any case, the submission must be made in electronic format, subject to the indications appearing on the electronic tendering portal, unless otherwise indicated in **Section 6 of the Table of Characteristics**.



2. When **Section 10 of the Table of Characteristics** foresees different evaluation phases, as many number 2 envelopes as evaluation phases established shall be submitted.

3. The bidder shall be responsible for the accuracy of all the data presented. In addition, all documents submitted for the purpose of obtaining an evaluation, in accordance with the criteria that cannot be evaluated by means of formulas, for the award of the contract must be clearly and separately stated.

Cases for exclusion: The Purchasing and Procurement Committee, in a reasoned decision, shall automatically exclude from the awarding procedure the tenders submitted in the following cases, where this list includes, but is not limited to:

- If they do not include all or part of the required documents in such a way as to make it impossible to carry out the evaluation.

If the tender contains data that does not comply with or contradicts the minimum requirements demanded by the Technical Specifications or by these Specifications.

However, the bids shall receive 0 points that do not accredit the items attributed the scoring foreseen **in Section 8.2 of the Table of Characteristics**.

4. Technical tender commitment model in which the tender undertakes to execute the technical offer presented within the limit of the maximum tender budget, **which will be presented in accordance with the model included as Appendix IX to the Particular Administrative Specifications**, duly signed and dated by whoever has sufficient power of attorney.

Where the signatory acts as a representative, he must have sufficient power of representation to render the tender valid. Proof of this power of attorney shall be provided at any time it is required by the Purchasing and Procurement Committee or by the Contracting Authority and, in any case, if the bidder in question is notified the best tender has been submitted, in accordance with the provisions of **Clause 19** of these Specifications.

The Purchasing and Procurement Committee shall reject, in a reasoned decision, any proposals that do not match the documentation examined and accepted documentation, contain omissions, errors or deletions that prevent the terms in which the tender is formulated from being clearly known, exceed the base bidding budget, vary substantially from the established model, or involve a manifest error in the amount of the proposal, or where the bidder acknowledges that it contains an error or inconsistency that makes it unfeasible.

For all purposes, it shall be understood that the tenders submitted by the bidders include not only the price of the services offered, but also all the expenses that the tender, award, execution and timely performance of the contract entail, as well as the execution of the contract when it is notarised and any others that may be applicable in accordance with the provisions in force. The estimated calculation of advertising costs is reflected in Section 12 of the Table of Characteristics.

CLAUSE 15. Provisional guarantee

(NOT APPLICABLE)

Bidders must include in the envelope or electronic file 1 Documentation Accrediting the Prerequisites, the document accrediting that they have provided IFEMA MADRID with a provisional



guarantee, for the amount stated in **Section 11.1 of the Table of Characteristics**.

When the bidder submits its proposal in the form of a joint venture, the provisional guarantee maybe constituted by one or more of the participating companies, provided that together they reach the amount required in **Section 11.1 of the Table of Characteristics** and jointly and severally guarantee all the members of the joint venture.

In the case of division into lots, the provisional guarantee shall be fixed on the basis of the base tender budget of the lots for which the bidder is to submit a tender and not based on the amount of the total base tendering budget for the contract.

The guarantee may be deposited in cash, bank guarantee or surety insurance contract, or by any of the means provided for in public procurement rules.

If the guarantee is provided in cash, it must be paid into the current account opened in the name of IFEMA MADRID indicated in **Section 11.1 of the Table of Characteristics**, indicating the selective procedure by quoting, at least, the procurement file number.

If it is constituted by means of a bank guarantee or surety insurance, the models appearing as **Appendices IV or VI to these Particular Administrative Specifications** must be used.

In the case of guarantees constituted by guarantee or surety insurance, an authentic electronic copy shall be submitted, in accordance with Article 28.4 of Law 39/2015 of 1 October, on the legal system of Public Administrations. It may also be submitted in the form of a scanned copy of the original document, in which case the bidder may be asked to provide the original document at any time.

In the event of being constituted in cash, proof of payment must be provided.

The provisional guarantee must be established before the deadline for submission of tenders. When it is provided in cash, it shall be deemed to be constituted when it is proven that the payment (for the total amount required as a guarantee) has been made before the deadline for submission of tenders. In any case, the bid will be rejected if, within a maximum period of 48 hours from the expiry of the deadline for submission of tenders, the actual payment is not made into IFEMA MADRID's account.

The provisional guarantee shall be automatically forfeited and returned to bidders immediately after the award of the contract. The guarantee shall always be held of the bidder whose bid has been selected for the award until the final guarantee has been established, and will be seized from companies that unjustifiably withdraw their bids before the award is made. The reimbursement shall be made by making the document verifying the guarantee established available to the bidder, at the IFEMA MADRID Treasury Department, or by refunding the amount deposited in cash by means of an order cheque (optionally, a bank transfer may be made, if a nominated bank account is designated whose sole holder is the bidder, provided that IFEMA MADRID is reliably notified to this end, by means of certification from the bank). The person who intends to obtain the return of the guarantee must provide proof of representation.

CLAUSE 16. Opening and examination of bids

16.1. Opening of Envelope No. 1 and examination of the documentation accrediting compliance with the prerequisites.



Prior to the holding of the tendering acts, the Purchasing and Procurement Committee shall qualify the documents presented in due time and form contained in Envelope no. 1, verifying that they contain the documents indicated in Clause 14.

If the committee finds defects that can be rectified, it shall allow the bidder a maximum of three business days in which to remedy them. If the bidder fails to remedy the situation within the deadline, it shall be understood that the bidder has withdrawn its bid.

After examining the documentation provided, the committee shall determine which companies have been admitted to tender, which have been rejected and the reasons for their rejection, as appropriate.

16.2. Opening of Envelope 2 and examination of the documentation to assess criteria that cannot be evaluated automatically by the application of formulas (only where applicable).

If applicable, the envelope containing the documentation relating to the criteria whose weighting depends on a value judgement, contained in Envelope 2, will be opened in a public act. This act shall begin by notifying the decision on the qualification of the documentation contained in Envelope 1, the bidders admitted and rejected, and the reasons for rejection of the latter, submitting the documentation contained therein to the body responsible for its evaluation.

The assessment will be carried out in accordance with the criteria set out in **Section 8.1 of the Table of Characteristics**.

Reasons for rejecting tenders shall include, in addition to those indicated in Clause 14 regarding Envelope 2:

- a) Manifest non-compliance with the specifications of these Specifications, the Technical Specifications or the rules, regulations or instructions in force that are applicable to the object of the tender or its execution.
- b) Non-consideration of the totality of the work to be carried out.
- c) Manifestly erroneous calculations and substantial vagueness.
- d) Obtaining a score lower than the minimum required, if applicable, in Section 10.2 of the Table of Characteristics.

Rejected proposals will not be taken into account in the evaluation of the criteria evaluated by means of formulas.

CLAUSE 17. Selection of the best tender

The Purchasing Committee will assess the documentation contained in Envelope 2, in accordance with the criteria and formulas indicated in **Section 8.2 of the Table of Characteristics**.

The evaluation of the tenders submitted by different companies belonging to the same business group will be carried out in accordance with the provisions of Article 86 of the RGLCAP.

The overall score assigned to each bidder, which will determine the best tender, will be the sum of the scores established in **Section 8 of the Table of Characteristics**, which are those that cannot be evaluated automatically.

In the event of a draw, the rules of **Section 8.3 of the Table of Characteristics** shall apply.

The Purchasing and Procurement Committee shall submit an award proposal to the contracting authority.

If the Purchasing and Procurement Committee considers that the best bid is abnormally low and, after considering the justification provided by the bidder and the technical reports issued in this



respect, considers that it cannot be met as a result of the inclusion of abnormal or disproportionate values, determined in accordance with Clause 18 below, it shall propose its rejection to the contracting authority, passing it on to the next best tender.

CLAUSE 18. Bids with abnormal or disproportionate values

(NOT APPLICABLE)

The abnormally low character of a bid shall be determined in accordance with the specific objective parameters set out in **Section 8.4 of the Table of Characteristics**.

In order to determine whether there are bids with abnormally low economic values, bids submitted by companies belonging to the same business group shall be reduced by eliminating the highest bids. This means that only the lowest bid in each group of linked bids will be taken into consideration for the examination of the possible incidence of abnormal or disproportionate bids.

It shall be understood that there is a link between bids when the circumstances set out in Article. 42.1 of the Code of Commerce are met.

When a bid is identified that may be considered disproportionate or abnormal, as specified in **Section 8.4 of the Table of Characteristics**, the bidder who submitted it must be given a hearing in order to justify and give a reasoned and detailed breakdown of the low level of prices, or costs, or any other parameter on the basis of which the abnormality of the bid has been defined, by presenting the information and documents that are relevant for this purpose.

In the procedure, the technical advice of the relevant department must be sought, and a report issued by the department assessing the justification provided by the bidder.

CLAUSE 19. Documentation prior to awarding the contract.

The Contracting Authority, following the proposal of the Purchasing and Procurement Committee and the technical reports it deems appropriate, will rank, in descending order, the tenders submitted and that are accepted, in accordance with the evaluation criteria set out in these Specifications.

The bidder who has submitted the best bid will be required to submit, within ten business days from the day after receiving the request, the accreditation of having constituted the final guarantee, if applicable, as well as the rest of the administrative documentation required of the successful bidder, **which is indicated in the subsections listed in this clause**.

Exceptionally, and provided that this has been stated in Section 7 of the Table of Characteristics, bidders may be required to provide this documentation prior to the determination of the best bid. In that case, references in this clause to 'successful bidder' or 'bidder having submitted the best bid' shall be construed as references to the 'bidder' or 'bidders'.

In any case, in order to ensure the smooth running of the procedure, the Purchasing and Procurement Committee may ask bidders, at any time prior to the adoption of the award proposal, to provide documentation accrediting compliance with the conditions established for being awarded the contract.

If the request is not duly complied with within the specified period, the bidder shall be deemed to have withdrawn its bid, in which case the same documentation shall be requested from the next bidder, in the order in which the bids were ranked. It will be understood that the request has not been



adequately complied with if all or part of what is required is not provided, or if what is provided does not comply with the requirements of these Specifications.

This non-compliance will lead to the imposition of the penalty referred to in Article 150 of the LCSP, which will be effective in the first place against the provisional guarantee, if it has been constituted (it being understood that, if this has already been replaced by the final guarantee, it will be against this, against which the penalty will be effective), without prejudice to the possibility of having incurred a cause of prohibition of procurement in the case of fraud, fault or negligence.

19.1. Documentation necessary to accredit personality and capacity to act.

Legal persons may only be awarded contracts for services that fall within the aims, object or scope of activity that, according to their articles of association or byelaws, are specific to them, and this must be proven in the documentation provided.

Foreign companies: See section 4 of the contents of Envelope 1 archive 1 in Clause 14 of these Specifications.

19.2. Documentation necessary to accredit, where applicable, representation.

Public deed accrediting the legal representation held.

Power of attorney of the representative, with proof of the powers he/she holds, registered, if applicable, in the Commercial Registry; or public document stating his/her legal representation.

This means a document that certifies that the person contracting on behalf of their company has the authority to sign the contract.

NOTE: The representation held may be legal (i.e., the sole director of a company) or voluntary (the attorney-in-fact).

19.3. Statement of compliance for not being prohibited from contracting.

It must be presented by filling in the statement of compliance form for not being subject to any cause of prohibition to contract that is included as **Appendix II to these Particular Administrative Specifications**.

19.4. Documentation necessary to accredit the business or professional authorization required to carry out the services covered by the contract. (NOT APPLICABLE)

If, in accordance with **Section 7.5 of the Table of Characteristics**, it is legally required as a condition of being able to contract, documentation must be provided that accredits the corresponding business or professional authorization for the performance of the service that constitutes the object of this contract.

19.5. Documentation accrediting economic, financial and technical or professional solvency or, where applicable, classification.

It shall be accredited in accordance with the provisions of **Section 7 of the Table of Characteristics**.

Must present the requested formal statements in the mentioned section (examples in Annexes XI and XII).

In order to prove solvency, the bidder who has submitted the best bid may rely on the solvency and resources of other entities, regardless of the legal nature of the links it has with them, provided that it proves that throughout the duration of the performance of the contract it will actually have such solvency and resources at its disposal and that the entity to which it has recourse is not subject to a prohibition on contracting. If the bidder has used other companies to accredit capacities, it must provide the documentation referred to in **Section 7 of the Table of Characteristics** for these



companies, as well as the written commitment of the entities, which demonstrates that it effectively has the declared solvency and means for the performance of the contract.

In the event that, in order to prove technical or professional solvency, specific experience is required to be proven through the performance of contracts with a similar object to that which is the object of the tender, this requirement must be fulfilled by the bidder itself, without contracts concluded by third entities or companies of the same business group being taken into account.

If this has been indicated in Section 7.5 of the Table of Characteristics, in accordance with the provisions of Article 75.4 of the LCSP, it may be required that certain parts or works, due to their special nature, be executed directly by the bidder itself or, in the case of a bid submitted by a consortium of employers, by a participant in the consortium.

If a part of the service that is the object of the contract has to be done by specialized companies that have a specific professional qualification or authorization, as indicated in Section 7.5 of the Table of Characteristics, classification in the group corresponding to this specialization, if required, may be replaced by the contractor's commitment to subcontract the performance of this portion to other contractors who have the necessary authorization and, where appropriate, classification, always within the limits that, where appropriate, are established in these Specifications and its Appendices for subcontracting and for execution directly by the bidder itself.

19.6. Documentation accrediting the effective availability of the means which, where applicable, were undertaken to be dedicated or assigned to the contract performance, in accordance with Article 76.2 of the Public Sector Contracts Act. (NOT APPLICABLE)

19.7. Certificates accrediting to be up to date with their tax, Social Security and labor obligations.

Where the country in question does not issue such documents or certificates (tax obligations and social security obligations), they may be replaced by a declaration on oath or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or in the country where the corporation is established.

Tax obligations

Positive certification, to verify that they are up to date with their tax obligations.

Social Security obligations

Certification, updated for the current month, of being up to date in the fulfilment of their obligations with the entity corresponding to the Spanish Social Security in their country.

Labor obligations

Notwithstanding the fact that noncompliance with labor obligations during the performance of the contract, which have the character of essential contractual obligations, is a cause for termination according to Section 19.1 of the Table of Characteristics, for the necessary protection of fundamental labor rights, and within the framework of the provisions contained in Article 201 of the LCSP, it is required, in this tender phase, as a prerequisite for being awarded the contract, accreditation that the bidder complies with the enforceable obligations for labor matters established in the regulations in force.



The bidder who has submitted the best bid must prove that it complies with its employment obligations regarding the workers who are company staff, whatever the contract type justifying their employment. The aforesaid compliance must be accredited by means of a **statement of compliance signed by the bidder** in accordance with the form included as **Appendix XIV of these Particular Administrative Specifications**, in which the bidder indicates:

1. That at the time of submitting the bid it is up to date with all its labor obligations, including specifically, but not limited to, formal and material obligations regarding the prevention of occupational hazards and health and safety of workers and the payment of wages, in accordance with current legislation, including the applicable collective bargaining agreement, as well as any other company pact or agreement.
2. That all the salary concepts paid to its workers for the work carried out for conducting its activity are in accordance with the law, correspond to the nature of the work effectively executed, are duly reflected in the salary receipts and are taxed with the corresponding taxes and Social Security deductions, if applicable, and that the above is reflected in the tax declarations and contribution documents.
3. That the company requires and verifies compliance with these labor obligations with respect to the companies, self-employed workers or professionals subcontracted, where applicable, by the company.

Where the bidder, in accordance with the provisions of Section 19.5 of this clause, participates on its own account, but uses the solvency of other entities, it shall submit, together with its own certificates, declarations and consent required in **this Section 19.7**, the certificates, declarations and consent of these entities, separately and signed or referred to by each of them.

19.8. Accreditation of Tax on Economic Activities

Where the country in question does not issue such documents or certificates (tax obligations), they may be replaced by a declaration on oath or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or in the country where the corporation is established.

19.9. Constitution of the final guarantee (NOT APPLICABLE)

Document accrediting that a final guarantee has been constituted in accordance with the provisions of Clause 21 below and **Section 11.2 of the Table of Characteristics**

19.10. Documentation for the part of the contract which the bidder intends to subcontract.

Where required in **Section 20.1 of the Table of Characteristics**, the bidder who has submitted the best bid must indicate the part of the contract which it intends to subcontract, and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom it intends to entrust the performance of the contract.

19.11. Documentation justifying attendance at the scheduled visit (NOT APPLICABLE)

Where this is required in **Section 28 of the Table of Characteristics**, the bidder who has submitted the best bid must provide the documentation justifying the visit to the facilities set out in the aforesaid section. Failure to provide such accreditation will result in the exclusion of the bid.



19.12. Proof of having constituted the additional guarantee. (NOT APPLICABLE)

Where this is required in **Section 11.3 of the Table of Characteristics**, the bidder who has submitted the best bid must provide supporting documentation.

19.13. Payment of the costs of the tender announcement. (NOT APPLICABLE)

Only in exceptional and justified cases where this is established in **Section 12 of the Table of Characteristics**, the bidder who has submitted the best bid must proceed to pay the expenses related to the tender announcement, by means of prior management in the IFEMA MADRID Treasury Department.

19.14. Actual constitution of insurance

When this is required in **Section 7.3 of the Table of Characteristics**, the documentation justifying the constitution of the corresponding insurance policies must be provided.

19.15. Participation in previous IFEMA MADRID tenders (NOT APPLICABLE)

If within the last year, from the deadline for submission of bids, the bidder has participated in a tender procedure called by IFEMA MADRID in which it has already provided the administrative documentation referred to in Clauses 19.1, 19.2, 19.4, 19.7 and 19.8 required in these Specifications, it will not be necessary for such documentation to be submitted again, provided that it has not undergone any modification whatsoever. In the case of the documentation required in Clauses 19.7 and 19.8, it is only possible to avail oneself of this possibility if the effective period for the documentation has not expired.

The bidder must indicate the file number under which the documentation was submitted and the date on which it was delivered to the registry.

Notwithstanding the above, documentation that has not been rectified at the time, documentation whose validity period has expired, as well as documentation referring to guarantees, insurance policies, statements of compliance (requested in these Specifications and in accordance with the forms established herein) must be provided again, accrediting the circumstances to which each one of them refers, as well as documentation that has undergone modifications since the date of submission of the previous bid.

19.16. ROLECE registration

(NOT APPLICABLE)

The State Official Register for Tenderers and Classified Companies (Registro Oficial de Licitadores y Empresas Clasificadas del Sector Público, ROLECE), in accordance with the provisions of Article 337 of the LCSP, **accredits the conditions of aptitude of the registered enterprises**, in terms of their personality and capacity to act, representation, professional or business qualification, economic and financial and technical or professional solvency, classification and other registered circumstances, as well as the concurrence or non-concurrence of the prohibitions to contract that appear therein and will exempt the bidder from submitting the corresponding documentation.

The bidder may choose to present the certificate of registration in force, corresponding to the Register of Tenderers of the Community of Madrid, and/or the Official State Register of Tenderers and Classified Companies in substitution of the administrative documentation required in these specifications and reflected in Sections 19.1, 19.2, 19.4 above, as well as in Section 19.5 when classification was required. Regarding the documentation referred to in section 19.5, it will only be



possible to replace it with the certificate from the corresponding register when classification has been required in accordance with **Section 7.2 of the Table of Characteristics**.

If the certificate of registration submitted by the bidder does not include all the information requested in the aforesaid sections, the bidder must additionally provide those documents that complete the administrative documentation required in the tender documents and which are not reflected in the certificate provided.

The documentation requested in the other sections of this clause must be submitted in any case.

Together with the certificate of registration in the Register of Tenderers, the bidder must submit a statement of compliance on the validity of the data recorded in the Register of Tenderers, in accordance with the form included as **Appendix VIII to these Particular Administrative Specifications**. If there has been any change to registration data, this shall be expressly mentioned in the aforesaid statement, together with the corresponding documentation.

19.17. Details of the person who will perform the contract.

Appendix XVI to the Particular Administrative Specifications must be filled in.

CLAUSE 20. Waiver and withdrawal

The contracting authority may waive the execution of the contract or abandon the unfinished tendering procedure. The decision shall be published in the Contractor Profile and the bidders that have submitted a bid shall be notified personally, accompanied by the complete resolution via which the decision is adopted.

If any of these possibilities are used, the contracting authority must compensate bidders who are not excluded up to the maximum amounts indicated in **Section 13 of the Table of Characteristics** for the actual costs incurred by them in participating in the tender. Only those expenses directly related to the submission of the bid, such as expenses incurred in visiting the facilities where the service will be provided, will be compensated, upon request and with due documentary justification of their financial value. The costs of preparing the bids, in particular the costs and expenses of personnel and material resources, as well as overheads, are expressly excluded.

CHAPTER III. AWARDING AND FORMALISATION

CLAUSE 21. Final guarantee (NOT APPLICABLE)

21.1. Formal guarantee

The bidder who has submitted the best bid shall be obliged to provide the contracting authority with a final guarantee, in the amount determined in **Section 11.2 of the Table of Characteristics**.

If this requirement is not met for reasons attributable to it, the contracting authority shall not award the tender in its favour and the award shall be made to the next best bid.

21.2. Establishment, substitution and adjustment.

This guarantee must be lodged by the bidder within 10 business days of receipt of the contracting authority's request.



In the event that the best-ranked bid is submitted by a joint venture, the guarantee may be provided by one or more of its members, provided that together they reach the required amount and jointly and severally guarantee all the members of the joint venture.

It may be established in cash, bank guarantee or surety insurance contract, or by any of the means provided for in public procurement rules.

If the guarantee is provided in cash, it must be paid into the current account opened in the name of IFEMA MADRID indicated in **Section 11.2 of the Table of Characteristics**, indicating the selective procedure by citing, at least, the contract dossier number.

If the contract price changes as a result of modifying the contract, the guarantee shall be adjusted within fifteen (15) days from the date on which the contractor is notified of the modification agreement, so that it is duly proportionate to the contract price resulting from the modification. If these requirements are not met for reasons attributable to the contractor, IFEMA MADRID may declare the contract terminated due to the contractor's fault, with seizure of the final guarantee and compensation, in addition to the amount exceeding the amount of the seized guarantee, for the damages caused.

In the event that the penalties or indemnities demanded of the successful bidder are paid on the guarantee, the latter must replace or extend it, in the corresponding amount, within fifteen (15) days of performance, failing which the contract will be cancelled.

The final guarantee initially constituted may be applied to the extension period without the need to adjust its amount unless a modification of the contract is agreed together with the extension.

If the provisional guarantee has been established in cash, the successful bidder may either apply its amount to the final guarantee or re-establish it.

In the event of submitting the final guarantee by bank deposit or transfer, the bank receipt must be provided.

In the case of guarantees constituted by guarantee or surety insurance, an authentic electronic copy shall be submitted, in accordance with Article 28.4 of Law 39/2015 of 1 October, on the legal system of Public Administrations.

When so stipulated in **Section 11.4 of the Table of Characteristics**, the guarantee may be provided by means of a withholding in the price, whose form and conditions are set out in the same section.

21.3. Scope

The final guarantee shall cover the following items:

- Payment of the penalties imposed for unjustified withdrawal of the bid, when the final guarantee has replaced the provisional guarantee in the period between the selection of the best bid and the award of the contract.
- Failure to execute the contract for reasons attributable to the successful bidder.
- Penalties imposed on the contractor for the performance of the contract, when these cannot be deducted from the payment of the invoices received for the contract.
- Compensation for damages caused to IFEMA MADRID, which the latter has determined through the corresponding procedure provided for in Clause 31 of these Specifications due to causes attributable to the contractor as a result of the performance of the contract, when these cannot be deducted from the payment of the invoices received from the same.



- The damages that IFEMA MADRID may incur in the event of termination of the contract, in accordance with its provisions, without prejudice to IFEMA MADRID's right to additional compensation for the damages that the successful bidder may cause it as a result of the performance of the contract, in excess of the amount of the final guarantee seized.
- The costs arising from the contractor's delay in fulfilling its obligations and the damages caused by the contractor in the event of non-fulfilment of the contract, without termination of the contract.

21.4. Validity

The final guarantee must remain in force throughout the life of the contract and until its complete termination, including the guarantee period, if any. The guarantee shall be released within two months of that date.

The final guarantee will be reimbursed or cancelled once the contract has been settled and the guarantee period indicated in **Section 25 of the Table of Characteristics** has expired, and the contract has been satisfactorily fulfilled, or the contract has been terminated without fault on the part of the contractor.

The refund will be made by placing the document accrediting the guarantee at the disposal of the contractor at the IFEMA MADRID Treasury Department, or by means of a bank transfer, in the case of designation of a nominated bank account whose sole holder is the bidder, provided that IFEMA MADRID is reliably notified by means of a certificate from the bank. The person who intends to take charge of such documents must provide proof of sufficient power of attorney for that purpose.

21.5. Additional guarantee

(NOT APPLICABLE)

Regarding the additional guarantee foreseen in the LCSP, the provisions of **Section 11.3 of the Table of Characteristics** will apply, where appropriate, and for all purposes it will be considered the final guarantee.

CLAUSE 22. Contract awarding

Once the request has been duly complied with, the contracting authority shall award the contract in a reasoned decision, which shall be notified to the candidates or bidders.

The notification shall always contain the information necessary to enable the unsuccessful bidder or unsuccessful candidate to lodge a sufficiently substantiated appeal, in the manner specified in the IIC, against the award decision. It shall set out these points:

- a) For unsuccessful candidates, a summary of the reasons for the rejection of their application.
- b) In the case of bidders excluded from the award procedure, also in summary form, the reasons why their bid was not accepted.
- c) In any case, the name of the successful bidder, and the reasons why its bid was considered the best, in preference to those submitted by the other bidders whose bids were accepted.

In any case, the notification to the successful bidder shall indicate the time limit within which the contract must be executed.

A tender may not be declared void if there is a bid or proposal that is admissible in accordance with the criteria set out in these specifications. Otherwise, or if no tenders have been submitted, the



invitation to tender shall be declared void.

CLAUSE 23. Insurance

The awarded contractor will be obliged to take out the insurance policies indicated in **Section 14 of the Table of Characteristics**, for the concepts, amounts, coverage, duration and conditions established therein.

The validity of the insurance must be maintained for the entire period of the awarded service.

CLAUSE 24. Conclusion and execution of the contract

The contract will be concluded by its execution in a document in accordance with the form that appears in Appendix **XVII to these Particular Administrative Specifications**, and unless otherwise indicated in its clauses, it will be understood to be executed at the place where the headquarters of the contracting authority is located.

In the notification of the award, the successful bidder will be requested to execute the contract, which must be done no later than fifteen business days following receipt of the notification of the award to the bidders. The contract shall be deemed to have been concluded upon its execution.

The successful bidder must provide the following documentation prior to the execution of the contract:

a) Any other additional documentation required by the contracting authority. The contractor may request the contract to be notarized at its own expense.

When for reasons attributable to the successful bidder the contract has not been executed within the indicated period, the amount of three (3) percent of the base tender budget, VAT excluded, will be demanded as a penalty, which will be paid in the first place against the final guarantee, without prejudice to the rest of the consequences that may be applied in accordance with the provisions of the LCSP and in the corresponding specifications.

In this case, the contract shall be awarded to the next bidder in the order in which the bids were ranked, on submission of the relevant documentation.

If the causes of the non-execution are attributable to IFEMA MADRID, the latter will compensate the contractor for the damages that the delay may cause, provided that they are duly accredited, both in terms of their existence, causal relationship and that they have actually been borne. This compensation shall, in any case, be limited to the amount referred to in **Section 13 of the Table of Characteristics**.

CHAPTER IV - PERFORMANCE OF THE CONTRACT

CLAUSE 25. Performance and liability of contractor

The contract shall be performed at the contractor's risk.

The contract shall be performed in accordance with the provisions of the contract clauses and the tender specifications, in accordance with the instructions given to the contractor by the person responsible for the contract (or, where appropriate, by the services reporting to the contracting authority) in the interpretation thereof. It shall also be governed by the IFEMA MADRID Internal Procurement Instructions, approved by its Executive Committee and their implementing rules that are published.



The contractor will be responsible for the technical quality of the work carried out and the services provided, as well as for the consequences for IFEMA MADRID or third parties resulting from omissions, errors, inadequate methods, or incorrect conclusions in the performance of the contract.

IFEMA MADRID reserves the right to perform the right of recourse against the successful bidder, for the overall amount of the claim or litigation, and which the successful bidder agrees, assumes and accepts this right in this action.

Likewise, the successful bidder leaves IFEMA MADRID out from harm due to any claims of a labor or Social Security nature brought by the employees of the successful bidder or any public or private third parties referring to the labor rights of the successful bidder's personnel.

The successful bidder shall assume any type of administrative, civil, labor or criminal liability, including damages to third parties that may arise from the performance of the work to be carried out under this contract. If any subsidiary or joint and several liability arises of any kind ever for IFEMA MADRID due to the performance of the contracted work, the successful bidder undertakes and is obligated to subrogate this liability, which it will pay on its own account, releasing IFEMA MADRID from any obligation in this respect.

In particular, the successful bidder shall protect and indemnify IFEMA MADRID against any claim for infringement of patent, trademark, copyright or unlawful trade claims in relation to the service provided.

However, this exemption from liability shall not apply in the event of damage caused as a result of orders from IFEMA MADRID or in other cases determined by current legislation on the matter.

If, as a result of labor disputes between the successful bidder and its staff, or other reasons of any kind, unless expressly provided for by law as cases of force majeure, the successful bidder is unable to provide the contracted service, it must notify IFEMA MADRID as far in advance as possible.

In this case, IFEMA MADRID will inform the contractor of those services it considers essential, so that it can take the appropriate actions to ensure their coverage. If, despite this, the contractor is unable to provide them with its own means, IFEMA MADRID may use the services of other companies, and may pass on to the successful bidder any possible cost overruns, as well as any damages that may arise.

The persons appointed by the contractor to provide the service covered by this contract are, to all intents and purposes, working for the contractor itself. Consequently, the contractor is an independent contractor and its employees are not, either de facto or de jure, employees of IFEMA MADRID, and are solely and exclusively linked to the company of the successful bidder/contractor, who will be responsible for the payment of salaries, Social Security contributions, withholdings, tax declarations and settlements, and all obligations arising from the employment contract or any other type of contract.

In the event that IFEMA MADRID finds that the contractor is in breach of labor, social, tax or occupational safety regulations, without prejudice to its power to terminate the contract, it may, depending on the seriousness of the breach, stop the service and require the successful bidder to remedy the breaches detected. Furthermore, in these cases of non-compliance, IFEMA MADRID may withhold payment of the contractor's outstanding invoices, in order to allocate this amount in the first instance for the effectiveness of the imposition of penalties and compensation for damages caused to IFEMA MADRID, being also authorized to keep withholding the remaining balance, to attend to any other eventualities arising from the non-compliance.

In the specific case of non-compliance by the contractor with labor obligations, in particular salary



payment obligations (mainly payroll, Social Security and tax withholdings), and without prejudice to the imposition of the corresponding penalties, IFEMA MADRID will apply the amount of the invoices, whose payment has been withheld, to the payment of the unpaid concepts, which will be carried out, at least with regard to the payment of salaries, through a trusted third party.

All of the above is without prejudice to IFEMA MADRID also seizing the final guarantee in such cases.

The successful bidder and its personnel must know and comply with IFEMA MADRID's internal regulations and policies related to the object of the contract, which are published on the IFEMA MADRID website, when carrying out their work or providing the services they carry out at the trade fair grounds or in any of the facilities in which they act on behalf of IFEMA MADRID. They must also be familiar with and comply with IFEMA MADRID's regulatory compliance rules and policies, also published on its institutional website.

CLAUSE 26. Work schedule

If this is provided for in **Section 16 of the Table of Characteristics**, the contractor is obliged to submit a work schedule in accordance with the applicable performance period.

The presentation of the work schedule adapted to the contract performance dates shall be carried out within the period indicated in **Section 16 of the Table of Characteristics** and must be approved by the person in charge of the contract, being obligatory for the contractor.

Whenever the contractual conditions change, the contractor must - if necessary - update the work schedule.

CLAUSE 27. Assignment of means to the performance of the contract.

The contractor shall be obliged to assign to the performance of the service referred to in these Specifications the material and human resources provided for in **Section 7.1 of the Table of Characteristics**, as well as those that are obligatorily included in its bid.

In service contracts in which the provisions of collective agreements concerning the subrogation of workers are applicable, the provisions of these regulations on this issue shall apply. In this regard, the company that is awarded the contract, as well as the company that is to be awarded the contract, if applicable, shall be obliged to comply with the provisions of the corresponding agreement insofar as they apply to the contract. In such cases, information on staff that can be subrogated shall be incorporated in the form set out in **Section 20.3 of the Table of Characteristics**.

In the event that the subrogated staff is insufficient to cover the total number of preferential employed staff required of the contractor, the contractor will provide IFEMA MADRID with a detailed list with all the data of interest necessary for assessment, of the new staff proposed to occupy these posts, for its approval.

Furthermore, the contractor is also obliged, before the expiry of this contract, and at the request of IFEMA MADRID, to provide the latter with the information on the conditions of the contracts of the workers affected by the subrogation of the next successful bidder, and which is necessary to allow an accurate assessment of the labor costs that such a measure will imply, in compliance with the provisions of Article 130.1 of Law 9/2017 on Public Sector Contracts.

As part of this information, in any case, lists of the personnel to be subrogated must be provided, indicating: the applicable collective bargaining agreement and details of the category, type of



contract, business day, seniority date, expiry of the contract, gross annual salary of each worker, as well as all the agreements in force applicable to the workers affected by the subrogation.

Failure to comply with this obligation will entitle IFEMA MADRID to impose the penalties indicated in Section 22 of the Table of Characteristics.

If, once the subrogation has taken place, the labor costs are higher than those that could be deduced from the information provided by the contractor to IFEMA MADRID, the new contractor will have direct action against the contractor.

CLAUSE 28. Performance period and duration of the contract.

The contractor is obliged to fulfil the contract within the total duration of the contract, which will be that foreseen in **Section 15.1 of the Table of Characteristics**, as well as the partial periods indicated for its successive performance, where applicable, set out in **Section 15.1 of the Table of Characteristics** and in the Technical Specifications governing the tender, as well as the periods which, where applicable, are set out in the work schedule.

If **Section 15.1 of the Table of Characteristics** establishes a specific date for the start of the contract performance period, and the contract has not been executed by that date, the start date for contract performance shall be considered as the start date of the execution period. In this case, the contract performance period shall start on the execution date. If the end date of the contract performance period has also been established in **Section 15.1 of the Table of Characteristics** on a specific date, this will be moved to the date resulting from adding to the fixed date the same number of days that have elapsed from the start date indicated in this section to the execution date of the contract.

In the event that the deadlines could be shortened, and this is provided for in the evaluation criteria of the bids, the content of the successful bidder's bid will be taken into account.

CLAUSE 29. Extension of the contract.

If the possibility of extension is foreseen in **Section 18 of the Table of Characteristics**, the contract may be extended, expressly, under the terms foreseen in Article 29 of the LCSP and in the IFEMA MADRID Internal Procurement Instructions.

The extension shall be agreed by the contracting authority and shall be compulsory for the contractor, provided that notice is given at least before the end of the contract term as set out in **Section 18 of the Table of Characteristics**.

CLAUSE 30. Penalties for noncompliance of contractual obligations.

The contractor is solely liable to IFEMA MADRID for any defects in the provision of the service that may occur in the performance of the work entrusted, and for the fulfilment of all obligations arising from this contract.

When the contractor partially or defectively fulfils the services covered by the contract or fails to comply with any of the essential obligations set out in this clause, IFEMA MADRID may choose to terminate the contract or impose the following penalties. It may also terminate the contract if, after having opted for the imposition of penalties, the noncompliance persists or is repeated.



All of the above without prejudice to the fact that the contractor must assume the expenses incurred by IFEMA MADRID, whether for personal services, material means, supplies or any other expenses caused by the aforesaid breaches and without prejudice to IFEMA MADRID being able to take the legal action it deems appropriate.

- For delay

When the contractor, for reasons attributable to the contractor, is in default with respect to compliance with the contract performance period, the contracting authority may choose to terminate the contract or to impose daily penalties in the proportion of 0.60 euros for every 1000 euros of the contract price (excluding VAT), unless different penalties are established in **Section 22 of the Table of Characteristics**.

If this is stated in **Section 22 of the Table of Characteristics**, if the delay in meeting the partial deadlines makes it reasonably presumed that it will be impossible to meet the final deadline, or if meeting the partial deadlines is considered an essential obligation for the performance of the contract, the rules laid down for failure to meet the final deadline for the performance of the contract shall apply to failure to meet the planned partial deadlines.

IFEMA MADRID does not need to be notified in advance if the contractor is in default and the latter may choose to terminate the contract or impose the penalties established in **Section 22 of the Table of Characteristics**.

- For partial or defective compliance

When the contractor partially or defectively fulfils the services that are the object of the contract, or fails to comply with the special conditions for the performance of the contract that were foreseen, IFEMA MADRID may choose to terminate the contract or impose the penalties established in **Section 22 of the Table of Characteristics**.

-Other cases

Section 22 of the Table of Characteristics will include the penalties that will be applicable, of the LCSP, in cases of: breach of commitments to assign resources, breach of the obligation to provide information on conditions of subrogation in work contracts, breach of obligations in environmental, occupational, social or labor safety matters, breach of special performance conditions, breach of characteristics of the offer linked to the award criteria, or breach of obligations in matters of subcontracting. IFEMA MADRID may choose to terminate the contract or impose the penalties established in **Section 22 of the Table of Characteristics**.

- Limit

If a maximum limit is established for the amount of penalties to be applied for all concepts, it will be established in **Section 22** of the Table of Characteristics. If this amount is exceeded, IFEMA MADRID shall have the right to automatically terminate the contract.

- Procedure

In view of the deficiencies that IFEMA MADRID observes by virtue of the inspection and control powers that it expressly reserves, it may carry out actions aimed at determining, on a preliminary basis, whether there are circumstances that justify the initiation of the procedure for the application of penalties.

Once proceedings have been initiated, IFEMA MADRID shall issue an agreement to initiate the procedure for the imposition of penalties, which shall include, at least, a brief description of the facts that motivate the initiation of the proceedings, their possible classification and the penalties that may correspond to them. In the same act, IFEMA MADRID will agree to withhold payment of the invoices in



favour of the contractor up to the amount that is sufficient to cover the penalties that have been determined.

The successful bidder will then be notified of the same so that it may, within a period of eight (8) business days, make the corresponding allegations and propose any evidence it may wish to submit.

In view of the same, IFEMA MADRID may agree, if appropriate, to open a trial period, common to practice, which shall not exceed ten (10) business days.

Subsequently, the contracting authority shall adopt an agreement imposing penalties, which shall be enforceable, without prejudice to any appeals that the contractor may lodge against it, which shall in no case suspend its performance.

The successful bidder will have the period foreseen in **Section 22 of the Table of Characteristics** to pay the penalty. If it fails to do so, IFEMA MADRID will proceed to enforce the penalty firstly against the invoice or invoices whose payment it has withheld, and if this is not sufficient, it will proceed to seize the final guarantee in the corresponding amount, without prejudice to the contractor's obligation to replace the guarantee under the terms set out in these Specifications. The contractor may not claim interest for late payment of the amounts withheld.

CLAUSE 31. Liability of the contractor for damages and losses.

The contractor shall be liable for all damages caused, in addition to IFEMA MADRID, to third parties as a result of the operations required for the performance of the contract.

The determination of compensation for damages caused to IFEMA MADRID, due to causes attributable to the contractor as a result of performance of the contract, will be carried out and adjusted to the procedure regulated in Clause 30 for the imposition of penalties.

CLAUSE 32. Modification of the contract

The contracting authority may only introduce modifications to the contract when this is provided for in **Section 21 of the Table of Characteristics** and in the manner laid down therein.

The modification it provides for shall be binding on the contractor, provided that it does not exceed the percentage of the tender budget set out in **Section 21 of the Table of Characteristics**. Above this percentage, the contractor's agreement shall be required.

The procedure shall be initiated either ex officio by IFEMA MADRID or at the request of the contractor. The initiation agreement shall be notified to the contractor, who shall be given a period of eight (8) days to make allegations. Once the allegations have been received, or after the specified period has elapsed without having received them, the contracting authority shall take the appropriate decision and notify the contractor of the decision, who must proceed in accordance with the terms of the decision.

IFEMA MADRID may also modify the contract even if it is not foreseen in **Section 21 of the Table of Characteristics** or in the tender announcement of the present specifications, as long as the modification is limited to introducing the strictly indispensable variations to respond to the objective cause that makes it necessary.

In this case, in order for the modification to be mandatory for the contractor, one of the following events must occur:

- a) That it becomes necessary to add additional works, supplies or services to those initially contracted, provided that the change of contractor is not possible for economic or technical



reasons, and also that the change of contractor would generate significant inconveniences or a substantial increase in costs for the contracting authority, and that the modification of the contract implies an alteration in its amount that does not exceed, alone or jointly with other agreed modifications, 50 per cent of its initial price, VAT excluded.

b) The need to modify an existing contract arises from unforeseeable circumstances were unforeseeable at the time the contract was tendered, provided that the need for the modification arises from circumstances that could not have been foreseen with due diligence, that the overall nature of the contract is not altered and that the modification of the contract entails an alteration in its amount that does not exceed, alone or jointly with other agreed modifications, 50 per cent of its initial price, excluding VAT.

(c) The changes are not substantial. If they are, special justification must be given as to the need for them, indicating the reasons why they were not included in the original contract.

The procedure for the modification in this case will be the same, although the drafter of the projector of the technical specifications, if these have been prepared by a third party outside IFEMA MADRID by virtue of a service contract, must also be given a hearing so that, within a period of no less than three days, he/she may formulate the considerations he/she deems appropriate.

The contractor shall also be heard and the reports justifying the need for the modification shall be included in the file.

CLAUSE 33. Subcontracting.

When this is established in **Section 20.1 of the Table of Characteristics, and** in the terms foreseen therein, in accordance with the provisions of the Internal Procurement Instructions, the contractor may arrange with third parties for its partial performance, under the conditions foreseen in the aforementioned IICs.

If IFEMA MADRID's authorization to subcontract is granted, this does not imply the creation of any contractual link or relationship between IFEMA MADRID and the subcontractor and does not release the contractor from the obligation to supervise the subcontractor's activity, to be responsible for the latter's actions and compliance with the contract in its entirety.

The contractor will be liable to IFEMA MADRID, and will have to justify, at IFEMA MADRID's request, compliance with labor, social, tax and any other obligations relating to the subcontractors' personnel.

Without prejudice to the above, IFEMA MADRID may at any time inspect and monitor the work of the subcontractors and the fulfilment of their obligations, and the subcontractors shall be obliged to provide all the collaboration that may be necessary for this purpose (documentation, reports, free access to their facilities, etc.).

Subcontractors shall not have any direct action against IFEMA MADRID for payments owed to them by the contractor. Before making the payment corresponding to the invoicing of the object of the contract, IFEMA MADRID may require the contractor to accredit the fulfilment of its contractual obligations with the subcontractors, and in particular that of being up to date with payments. If IFEMA MADRID verifies that the contractor has not complied with its subcontracting obligations, it may withhold payment of the contractor's outstanding invoices, in order to allocate this amount first for the effectiveness of the imposition of penalties and compensation for damages caused to IFEMA MADRID, being also authorized to keep withholding the remaining balance, to attend to any other eventualities arising from noncompliance.



CLAUSE 34. Assignment of the contract.

When this is established in **Section 20.2 of the Table of Characteristics**, the rights and obligations arising from the contract may be assigned by the contractor to a third party provided that the technical or personal qualities of the assignor were not the determining reason for the award of the contract, and the assignment does not result in an effective restriction of competition in the market.

In the section mentioned before, the necessary requirements must be indicated in order for the aforesaid assignment to be applicable, in accordance with the provisions of the IFEMA MADRID Internal Procurement Instructions.

CLAUSE 35. Payment of the price.

The successful bidder is entitled to payment of the agreed price for work satisfactorily performed. Payment of the price shall be made, as indicated in **Section 17 of the Table of Characteristics**, in full or in part, by means of payments on account or, in the case of successive contracts, by means of payment at each of the stipulated due dates.

The contractor shall be entitled to receive payments on account for the amount of the operations preparatory to the performance of the contract that are included in its object, under the conditions indicated in **Section 17 of the Table of Characteristics**, and the aforesaid payments must be secured by the provision of a guarantee.

Payment of the price will be made on submission of the invoice and will include the information indicated in Section 17 of the Table of Characteristics, in the terms established in the regulations on electronic invoicing, and the corresponding indirect tax will be charged as a separate item.

CLAUSE 36. Costs and taxes payable by the contractor.

- Taxes and advertising

The contractor shall be responsible for the expenses arising from any licenses, authorizations and permits required for performance of the contract, as well as any visas required for the duly legalized delivery of the works and all kinds of taxes, especially VAT or the one that may replace it and any others that may arise from the performance of the contract during its validity period.

- Verifications, tests and analyses

If necessary, the contractor is obliged to cover the cost of the verifications, tests and analyses that the **person in charge of the contract** orders it to conduct, to verify the correct performance of these services, in accordance with the quality control plan established, where appropriate, in the Technical Specifications.

- Signage

If so stipulated in the Technical Specifications or decided by the **contract manager**, the successful bidder is obliged to install, at its own expense, signs identifying the work, the necessary signage where appropriate, relating to traffic in the area occupied by the works and the points of potential danger, as a result of the performance of the contracted services, both in said area and in its boundaries and vicinity.



- Other expenses

The contractor is responsible for the costs of executing the contract if it is notarized and all the costs that the company must incur for the fulfilment of the contract, such as general, financial, transport and travel, materials, installations, fees of its employees.

CLAUSE 37. Special performance conditions.

The contractor must comply with the special performance conditions of a social, ethical, environmental or other nature established in **Section 19.2 of the Table of Characteristics**, in accordance with the provisions of the IFEMA MADRID Internal Procurement Instructions.

Sections 19 and 22 of the Table of Characteristics may establish penalties for noncompliance with these special performance obligations, or to attribute them the character of essential contractual obligations for the purposes indicated in Article 211 (f) of the LCSP. When noncompliance is not classified as a cause for termination of the contract, its consideration as a serious violation for the purposes set out in Article 71.2(c) of the LCSP may be foreseen in the specifications.

CLAUSE 38. Essential contractual obligations

The essential contractual obligations are the main obligations of the contract and those that are qualified as such in **Section 19.1 of the Table of Characteristics**.

CLAUSE 39. Duty of confidentiality

The recipient of the Particular Administrative Specifications, as well as the rest of its appendices, including the Technical Specifications, is obliged to maintain absolute confidentiality with regard to the information to which it has access on the occasion of its possible participation in the tender or the performance of the contract, in the event of being awarded the contract, during the period established in **Section 27 of the Table of Characteristics**.

Confidential information shall be treated as such by the parties and shall not be disclosed by the recipient without the prior consent of the other party. In particular, the parties undertake to take the necessary measures to prevent unauthorized third parties from gaining access to confidential information and to limit access to authorized employees who need it for the performance of the contract and to pass on to them the same obligation of confidentiality.

In particular, and without this specification being restrictive, 'confidential information' shall always be understood as all financial, commercial, technical, operational, personnel, management, database, personal data, know-how or any other information relating to IFEMA MADRID and/or the object of the contract, which may be supplied either in writing, orally or in any other form by IFEMA MADRID and/or its agents, professional advisors, employees or administrators, as well as all analyses, compilations, studies or other documents prepared by the recipient or by any of its representatives and which contain or, in one way or another, reflect or are based on such information.

The recipient is obliged to identify and hold IFEMA MADRID free from harm due to any damages, losses, penalties, costs and expenses arising from the unauthorized use or improper disclosure of the confidential information.

This duty must be maintained for a period of five years from the date of having knowledge of the information unless a longer period is stipulated in **Section 27 of the Table of Characteristics** or in the contract.



If the bidder wishes to expressly request the reservation and confidentiality of data and information contained in its bid, the form and time to do so shall be when submitting it and in accordance with **the declaration form in Appendix X of the Administrative Specifications**. This declaration must be provided in the envelope(s) or electronic file(s) containing the data or information for which confidentiality or secrecy is requested.

Confidentiality may not extend to the entire content of the bid, and may only affect documents that have a restricted distribution and, under no circumstances, documents that are publicly accessible, and must be limited to data or information that affect technical or commercial secrets or other information whose contents may be used to mislead the competition, whether in this tender procedure or in subsequent ones.

In the event that the bidder has requested reserve or confidentiality, the Purchasing and Procurement Committee shall analyze the request, complying with the request only insofar as it considers that such reserve or confidentiality does not infringe either the principles of transparency and publicity, or the rights of effective legal protection and adequate defense of the interests of the other bidders. Under no circumstances will the contracting authority be obliged to comply with this duty when the bidder, contrary to the provisions of these clauses, has indicated that confidentiality extends to the entire content of the technical or economic proposals or their entirety.

Only if the bidder has expressly requested confidentiality in accordance with the provisions of this clause, and only in those cases where the Purchasing and Procurement Committee has considered it appropriate to do so, shall its proposal be treated as confidential in those cases where another bidder has requested a review of the dossier.

In the event that the bidder has not included in its bid the declaration available in accordance with **Appendix X of the Administrative Specifications**, it will be understood that its proposal is not subject to reserve or confidentiality, and the contracting authority may show it in full in those cases in which another bidder has requested a review of the dossier.

CLAUSE 40. Place of delivery of the works and performance of the services

Section 15.2 of the Table of Characteristics shall indicate, in detail, the place of delivery of the work and performance of the contracted services.

CHAPTER V - TERMINATION OF THE CONTRACT.

CLAUSE 41. Fulfilment of the contract and acceptance of the service.

The contract shall be understood to have been fulfilled by the contractor and received by IFEMA MADRID when the contractor has carried out, in accordance with the terms of the contract and to the satisfaction of IFEMA MADRID, the entire service within the stipulated period.

When this has been established in **Section 24 of the Table of Characteristics**, in view of the characteristics of the contract, the verification of compliance will require a formal and positive act of acceptance or conformity within the period established in this section. In this case, the form of acceptance of the contract shall also be determined in **Section 24 of the Table of Characteristics**.

The appropriateness of partial acceptance of certain parts of the contracted service and the period within which this must be carried out shall be indicated in **Section 24 of the Table of Characteristics**.



CLAUSE 42. Guarantee and settlement period.

The guarantee period shall be that set out in **Section 25 of the Table of Characteristics** and shall start from the date of acceptance or conformity.

In the event of partial acceptances, the guarantee period for the parts received shall commence on the dates of the respective partial acceptances.

In the event that, due to the nature and characteristics of the service, it is not appropriate to establish a guarantee period, this will be indicated in **Section 25 of the Table of Characteristics**.

CLAUSE 43. Ownership of the works.

All studies and documents prepared during performance of the contract will be the property of IFEMA MADRID, which may reproduce, publish and disseminate them in whole or in part without the successful bidder, the author of the work, being able to oppose this.

The successful bidder may not make any use or disclosure of the studies and documents drawn up in connection with the performance of this contract, either in whole or in part, directly or excerpts, without the express authorization of the **contracting authority**.

If the object of the contract is the development and provision of products protected by an intellectual or industrial property right, this will be assigned by the contractor to IFEMA MADRID.

CLAUSE 44. Termination of the contract

Causes

1. In order to guarantee and safeguard the public interest at whose service IFEMA MADRID carries out its activity, as an entity that must be subject to the general principles of public sector contracting, the contract will be automatically terminated with the effects foreseen in this clause, by simply notifying the contractor of this decision, when the contracting authority observes the concurrence of one or more of the following causes:
 - CONTRACTOR noncompliance with the labor, social or tax obligations relating to the personnel assigned to the contracted services. In particular, the non-payment, during the performance of the contract, of salaries by the contractor to the workers who were participating in the contract, or the breach of the conditions established in the collective agreements in force for these workers also during the performance of the contract.
 - Falsehood in the provision of technical, economic or legal data, as well as data related to the number and identity of the company's personnel involved in the contracted services, requested by IFEMA MADRID in the exercise of its control and inspection powers, or placing obstacles, for any reason whatsoever, to this exercise.
 - Noncompliance with the clauses contained in these Specifications or in the other documents that form part of the contract.
 - The extinction of the CONTRACTOR's legal personality, unless the assets and organization of the extinct company are incorporated into another entity, with the latter fully assuming the obligations of the former and provided that the new entity, within 15 calendar days, offers to carry out the contract under the same stipulated conditions. IFEMA MADRID may accept or reject the offer, without, in the latter case, there being any right to compensation for the rest of the contract not performed.



- The assignment of the contract, in whole or in part, without the prior express authorization of IFEMA MADRID.
- The death of the individual CONTRACTOR, unless its heirs offer to continue with performance and IFEMA MADRID thus accepts.
- The others provided for in the LCSP, both general and specific for service contracts, when they are attributable to the contractor.
- Those indicated in Section 23 of the Table of Characteristics.

2. The following shall also be causes for termination of the contract if the contractor thus decides:

- The suspension, for reasons exclusively attributable to IFEMA MADRID, of the commencement of the contract, in its entirety, for a period of more than six (6) months.
- The suspension of the contract, in its entirety, once it has begun, for a period of more than eight (8) months.
- Delay in the payment of any of the invoices by IFEMA MADRID, without a justified cause, of more than eight (8) months.
- The dissolution or extinction of IFEMA MADRID, whatever the causes of such events.

3. Further causes that lead to termination of the contract:

- Agreement between the parties.
- Withdrawal of IFEMA MADRID.
- Circumstances that constitute a legal or material obstacle to the proper performance of the contract.
- The others provided for in the LCSP, both general and specific for service contracts, which are not attributable to the contractor.

Effects of the termination

I) In particular, the termination of the contract for any of the causes mentioned in Sections 1, 2 and 3 above, or in any of the clauses of this contract, shall produce the following effects:

- a) An inventory shall be made of all documents prepared or under preparation, and of all information collected in physical and computer files. The contractor will deliver to IFEMA MADRID all the work carried out until the date of termination, which will be valued and paid according to IFEMA MADRID's criteria, after deducting the expenses that the termination causes to IFEMA MADRID and the penalties that may be applied. As a consequence, a summary settlement of the work carried out by the contractor shall be made.
- b) Once the contract has been terminated, IFEMA MADRID may continue the performance of the service by the procedure it deems most appropriate.

To this end, the contractor must immediately deliver the work that is the object of the contracted service, as well as all the documentation or material means that were directly assigned to the performance of the services by virtue of the awarded tender. Likewise, in the event that, due to the characteristics of the service, the contractor is using or occupying IFEMA MADRID's means, premises or facilities, it must vacate them and immediately hand over possession to IFEMA MADRID. Therefore, both parties recognise that, if the contract is terminated, the possession of said goods and items assigned to the service belong exclusively and exclusively to IFEMA MADRID, which is the owner and possessor of all of



them, without the contractor being able to allege such possession in its favour in any case and for any factual or legal assumption. In this regard, if the contractor is required to deliver said goods, means or documents and does not deliver them to IFEMA MADRID, or whoever it designates, within a maximum period of one (1) week, an additional daily penalty of 0.1% of the Contract Price shall accrue in favour of IFEMA MADRID, without prejudice and in addition to the compensation for damages corresponding to the termination of the contract, for the concept of specific damages caused by the unlawful occupation of said goods, premises and/or documents.

- c) The lack of agreement between the parties on the price of occupation of the goods and elements of the service shall not prevent the obligation of immediate delivery of the same agreed in the previous paragraphs, with provisional validity and validity of the price and other conditions determined by IFEMA MADRID, until the discrepancies in this regard are definitively resolved by means of a firm resolution. The existence of economic issues to be resolved, or the lack of agreement in the settlement, shall not be a reason for the contractor not to hand over to IFEMA MADRID the services and the totality of the works carried out until the date of termination, or not to allow the occupation of the goods and elements of the service, and IFEMA MADRID may immediately continue with the fulfilment of the contract by the procedure it deems most appropriate.
 - d) IFEMA MADRID will make effective, in an executive and immediate manner, with charge to the final guarantee, as far as it reaches, the damages caused by the event that has caused the termination and that are attributable to the contractor, notifying the contractor of the pertinent list and settlement of such damages, without detriment to IFEMA MADRID's right to all the work carried out to date, and without prejudice, in any case, to IFEMA MADRID's right to claim from the contractor the excess that may not be covered by the amount of the final guarantee, as well as without prejudice to the contractor's right to exercise the actions, claims and appeals that it considers it has against the communication made by IFEMA MADRID, which shall not be, in any case, opposable either to the termination of the contract or to the execution of the guarantee.
- II) In cases of termination for the reasons set out in **Section 1 of this Clause**, it will be sufficient for the termination to take effect if the contracting authority, by means of a reasoned resolution, notifies the contractor of the executive decision to terminate the contract.
 - III) If, in accordance with **Section 2 of this Clause**, the contractor chooses to terminate the contract, it must notify IFEMA MADRID through a written notification. If IFEMA MADRID considers that the aforesaid cause for termination exists, within a period not exceeding thirty calendar days, the valuation and settlement of the work performed by the contractor up to the date of the termination will take place, and once the corresponding amount has been paid, the contractor will hand over to IFEMA MADRID all the work carried out to date. In addition, IFEMA MADRID will pay an indemnity of three (3) per cent of the contract price corresponding to the services still to be performed. It shall be understood that this percentage constitutes the compensation agreed by the parties for all concepts, in the



event of termination of the contract for the causes mentioned in **Section 2 of this Clause**, without any cause attributable, either directly or indirectly, to the contractor.

- IV) For termination for the reasons set out in **Section 3 of this Clause**, IFEMA MADRID shall return the final guarantee to the contractor within a maximum period of thirty (30) calendar days from the notice of termination, except when there are justified contractual causes to reject this return or when other damages caused by the contractor are yet to be determined.
- V) If IFEMA MADRID withdraws, a power it may exercise at any time at its own discretion and without the need to justify it to the contractor, in addition to paying the contractor all the amounts it has been credited for having carried out the corresponding services, IFEMA MADRID will pay a compensation of three (3) per cent of the contract price corresponding to the services still to be performed. It shall also be understood that this percentage constitutes the indemnity agreed by the parties for all concepts. IFEMA MADRID may also withdraw, at any time and at its sole discretion, from any of the services covered by the contract. In this case, in addition to paying the contractor the amount of the services provided in accordance with the service from which it is withdrawing, it shall pay the contractor compensation calculated at 3% of the price corresponding to the outstanding service to be performed. It shall also be understood that this percentage constitutes the indemnity agreed by the parties for all concepts. In the event of total unilateral withdrawal from this contract by IFEMA MADRID without any cause attributable, either directly or indirectly, to the contractor, IFEMA MADRID shall return the final guarantee to the contractor within a maximum period of thirty (30) days, except when there are justified contractual causes to reject this return or when other damages caused by the contractor are still to be determined.

Procedure

Termination of the contract shall be agreed by the contracting authority, ex officio or at the request of the contractor, after the following requirements have been met:

- a) In the case of an ex officio proposal, a hearing with the contractor for a period of ten calendar days, unless exceptional circumstances duly justified by IFEMA MADRID impose a shorter period.
- b) Hearing, within the same period as above, of the guarantor or insurer if it is proposed that the guarantee be seized.
- c) In order to guarantee the public interest to be protected, the agreement of the contracting authority to terminate the contract will produce the effects foreseen in these Specifications, as soon as it is agreed, without prejudice to the provisions of **Clause 49 of these Specifications**.

However, when the requirements for the unilateral termination of service contracts under the Civil Code are met, IFEMA MADRID expressly reserves the right to terminate the contract automatically by means of a single direct notice to the contractor, in which the cause of noncompliance and the effects of the termination are specified, duly justified. Consequently, once the contractor has been notified of the termination, it will be immediately effective, without prejudice to the fact that the contractor, under the terms of the clause on dispute resolution contained in this contract, may



exercise the actions it deems appropriate to defend its interests with regard to the effects of the termination.

CLAUSE 45. Personal data protection

1. Information regarding the personal data processing:

Data controller: IFEMA MADRID- Feria de Madrid(Q/2873018B). Postal address: Avda. del Partenón,5,28042 Madrid, Spain.

Purposes: Management of your participation in the tender. The entity's details and contact details will also be processed by IFEMA MADRID as possible suppliers of the institution in order to contact you, where appropriate, announcing new tenders in your sector.

Legitimate interest: Performance of a contractual or pre-contractual provision and consent of the data subject.

Retention of your data: Your personal data will be kept as part of the tender dossier and, where applicable, for the duration of the contractual relationship with IFEMA MADRID in the event of being awarded the contract, plus any applicable statute of limitation periods. Likewise, as long as you do not revoke your consent, they will be kept as potential suppliers of the institution. Please note that you have the right to withdraw your consent at any time.

Communication of your data to third parties: IFEMA MADRID will not communicate the personal data processed to any third party, except at the express request of a court or administrative authorities in cases where this is legally required or insofar as it is necessary for the correct development of the tender. Likewise, IFEMA MADRID shall not carry out any international transfer of the data processed.

Rights: The law recognizes a number of rights in relation to the processing of your personal data. These rights are the following: access, rectification, erasure, restriction or opposition to processing, portability, and the right to withdraw consent at any time. These rights may be exercised by sending a communication to Avda. del Partenón 5, 28042, Madrid, or by sending an e-mail to protecciondedatos@ifema.es including as the subject 'Exercise of bidder's rights in the tender (including the number of the tender procedure)' and indicating the name and ID number of the sender.

2. Access to contractor data by IFEMA MADRID.

In compliance with its obligations, the contractor is obliged to provide IFEMA MADRID with certain information to accredit compliance with its tax, labor and Social Security obligations, in accordance with the provisions of these Administrative Specifications.

Likewise, in relation to the normal development and operation of the services and for the issue, where applicable, of passes and/or badges for workers, the contractor must update the list of its personnel, as well as, where applicable, the personnel of its subcontractors assigned to carry out work and/or services on the IFEMA MADRID premises.



In these circumstances, the personal data of the successful bidder's personnel and, where applicable, its subcontractors, will be processed by IFEMA MADRID as data controller for the following purposes:

- (i) To carry out the control of the personnel assigned to provide services at the trade fair grounds.
- (ii) To monitor the successful bidder's compliance with all tax and labor obligations (wages, contributions, compliance with occupational health and safety regulations, etc.) - a legal obligation established in Article 42 of the Workers' Statute, as well as others that may be applicable.
- (iii) To prepare accreditations, control and management of accesses and stays.
- (iv) Ensuring the general security of the institution.
- (v) Any other detailed in the Technical Specifications.

The legal basis for this lies in the existence of a contractual relationship and IFEMA MADRID's legitimate interest in preserving the security of its facilities.

The data shall be retained for as long as necessary for the fulfilment of those purposes. Data shall not be disclosed to third parties, unless required by the public administrations, in compliance with a legal obligation.

Data subjects may exercise their rights of access, rectification, erasure, opposition, portability and restriction to the processing of your data by sending a request to Avda. del Partenón, 5 - 28042 Madrid, or to protecciondedatos@ifema.es indicating in the subject line: 'Exercise of personal rights collaborating company (indicate company name)' and name and ID number of the sender. It may also seek the protection of the Spanish Data Protection Agency (AEPD).

In the event of a request for the erasure of the successful bidder's personal data whose access is authorized with a pass or accreditation, this shall entail the return of the same and the withdrawal of the authorization to provide services at the venue.

3. Access to IFEMA MADRID data by the contractor

If the object of this contract involves access by the contractor to data under the responsibility of IFEMA MADRID, the data processed shall be identified in this contract and the contractor shall process the same as data processor; the purpose of this processing shall be exclusively to provide the services referred to in the same and the measures of **Article 32** of the GDPR shall be applicable.

Specifically where the object of the contract refers to information technology and/or involves access to IFEMA IFEMA's technological platforms or tools or when it involves the processing of sensitive information or data of a special nature (health, minors, religion, union affairs, etc.), in these cases, in addition to the security measures set out in Article 32 of the GDPR, the additional security measures detailed in '**Document 076 Appendix for contracts for goods and services with IT-related elements**', which is attached as an Appendix to this contract, shall be applicable.



4. The data processor shall always have these obligations:

- a. To process the data in accordance with the instructions of the controller, to comply with the current personal data protection regulations applicable in each case and to adopt all appropriate security measures.
- b. To keep, in writing, a record of all categories of processing activities carried out on behalf of the controller.
- c. Not to communicate the data to third parties, unless expressly authorized by the controller, unless such communication is necessary for the performance of the services, unless there is a legal obligation or for reasons of public interest.
- d. To not subcontract any of the services that form part of the object of this contract, unless there is prior written authorization from the controller, indicating the processing that is to be subcontracted and clearly identifying the details of the subcontractor. In this case, the subcontractor shall have the same obligations as the controller and must, in turn, comply with the obligations previously indicated by the controller, and shall be obliged to sign a new contract. The processor shall be jointly and severally liable for the fulfilment of the subcontractor's obligations and the security guarantees to which this party is bound.

Should the use of **auxiliary services** be necessary for the normal development and operation of the contracted service involving the processing of personal data in accordance with the provisions of this contract, subcontracting is authorized on the understanding that the subcontractor, who would also have the status of data processor, shall also be obliged to comply with these obligations and the instructions issued by the controller. It is up to the processor to regulate the new relationship, so that the sub-processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the processor, as regards the proper processing of personal data and the guarantee of the rights of the data subjects. In the event of non-compliance by the sub-processor, the processor shall remain fully liable to the controller for the fulfilment of the aforesaid obligations.

- e. To maintain the duty of secrecy with regard to personal data to which it has access by virtue of this contract, even after the end of its purpose.
- f. To ensure that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed, as well as to ensure the necessary training in data protection.
- g. To assist the controller in responding to the exercise of rights by data subjects. When the persons concerned exercise their rights with the processor, the latter must immediately notify the controller within a period not exceeding 5 days.
- h. The processor shall notify the controller within 24 hours of any breach of security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident.
- i. To provide the controller with sufficient and appropriate guarantees regarding the correct application of the technical and organizational measures that enable compliance with the requirements of current Spanish legislation and the GDPR, including the appropriate security measures.



- j. To process the information or data provided with the appropriate security conditions that are relevant in each case pursuant to the provisions of Article 32 of the GDPR. The successful bidder undertakes to comply, at all times, with the appropriate security measures according to the corresponding risk level, including those reflected in Document 076 annexed to these Specifications, in the cases indicated in point 3 above of this clause.
- k. To delete or return, at the controller's option, all personal data upon termination of the provision of the processing services and delete all existing copies unless the retention of such data is required by mandatory regulation.
- l. To make available to the controller all information necessary to prove compliance with its obligations hereunder, and to permit and assist in the performance of audits, including inspections, by the controller or another auditor that it authorizes.

5. The controller shall have the following obligations regarding the processing of personal data:

- a. To notify the processor of the technical and organizational security measures required to comply with the obligation set out in clause j above.
- b. To collaborate with the processor in those obligations foreseen in this contract that require such collaboration.
- c. To notify the processor of the results of the impact assessment carried out in relation to the processing of data by the controller.
- d. To grant the right to information at the time of data collection.

CHAPTER VI - RELATIONSHIP BETWEEN IFEMA MADRID AND THE STAFF OF THE CONTRACTED COMPANY

CLAUSE 46. Special rules regarding the contractor's labor personnel

- 1. Upon termination of the contract, under no circumstances may the persons who have performed the work under the contract be hired as IFEMA MADRID staff.
- 2. No clause of the Specifications or of the contract that is executed, nor actions during its performance, may be interpreted in such a way as to imply the transfer of the contractor's employees to IFEMA MADRID.
- 3. The contracting company is exclusively responsible for the selection of the personnel who will form part of the work team assigned to the performance of the contract, without prejudice to the verification by the contracting authority of compliance with the requirements established in the Specifications for this purpose, where applicable. In any case, the work team assigned to the performance of the contract shall be linked to the tender when this is established in the Table of Characteristics.
- 4. The contractor shall ensure that there is stability in the work team and that variations in its composition are occasional and due to justified reasons, in order not to alter the smooth



running of the service, always informing the contract manager. In any case, the work team assigned to the performance of the contract shall be linked to the tender when this is established in the Table of Characteristics.

5. The contractor assumes the obligation to exercise in a real, effective and continuous manner, over the personnel of the work team in charge of the performance of the contract, the power of management inherent to any employer. In particular, it shall assume the negotiation and payment of wages, the granting of leave and holidays, the replacement of workers in cases of sick leave or absence, the legal obligations regarding social security, including the payment of contributions and benefits, where appropriate, the legal obligations regarding the prevention of occupational hazards, the exercise of disciplinary powers, as well as any other rights and obligations arising from the contractual relationship between employee and employer.
6. In particular, the contractor shall ensure that the workers assigned to the performance of the contract carry out their work without exceeding their duties in relation to the activity defined in the Specifications as the object of the contract.
7. The contracting company must designate a **representative** who, as part of its own staff, is responsible for directing and coordinating the work and conveying the necessary instructions to the personnel assigned to its performance, from the **contract manager** to guarantee its correct performance, whose obligations shall include, but are not limited to:
 - a) Acting as the contractor's spokesperson with the **contracting authority**, channeling communications between the contractor and the staff of the work team assigned to the contract, on the one hand, and the **contracting authority**, on the other hand, in all matters relating to the performance of the contract.
 - b) Distributing the work among the personnel responsible for the performance of the contract, and to give these workers the orders and work instructions that are necessary in relation to the provision of the contracted service.
 - c) Supervising the correct performance by members of the work team of the functions entrusted to them, as well as to control the attendance of said staff at the work post.
 - d) Organizing the holiday system of the personnel assigned to the performance of the contract, and for this purpose the contracting company must coordinate adequately with the **contracting authority**, so as not to alter the smooth running of the service.
 - e) Informing the **contracting authority** of any variations, whether occasional or permanent, in the composition of the work team assigned to the performance of the contract.

CHAPTER VII. CONSULTATIONS

CLAUSE 47. Consultations

All bidders may make any clarifications they require in writing, sending the request for such clarifications in the time and form indicated in **Section 5 of the Table of Characteristics**.

IFEMA MADRID, after the end of the period set for the formulation of consultations, will reply to them and publish them.



CHAPTER VIII - VISIT TO THE FACILITIES

CLAUSE 48. Visit to the IFEMA MADRID facilities.

When this is established in **Section 28 of the Table of Characteristics**, bidders will visit IFEMA MADRID's facilities in the manner and time established therein, so that the bidding companies can adequately develop the content of their technical proposal.

When the visit is compulsory, all companies wishing to submit a tender must attend the visit and include in Envelope 1 administrative documentation the proof of attendance which will be given to each company on the day of the visit.

CHAPTER IX - RESOLUTION OF DISPUTES

CLAUSE 49. DISPUTE RESOLUTION

Any disputes arising between the parties related to the actions carried out in the preparation and awarding of the contract will correspond to the contentious-administrative jurisdiction, after being challenged administratively in accordance with the provisions of the IFEMA Internal Procurement Instructions.

For the resolution of any dispute arising between the parties in relation to fulfilment, effects and termination of the contract, both parties waive their possible jurisdictions, as well as the ordinary jurisdiction, by submitting to arbitration administered by the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in accordance with its Rules of Arbitration in force on the date of submission of the request for arbitration.

The arbitration tribunal appointed for this purpose shall be composed of three arbitrators. Each party is free to choose an arbitrator, the third arbitrator being neutral, appointed by the International Court of Arbitration. The language of the arbitration shall be Spanish. The seat of arbitration will be Madrid. Arbitration shall be in law. Both parties agree to accept the arbitration decision.

In order to guarantee the public interest to be protected, the agreement of the contracting authority that determines the termination of the contract will be enforceable with the effects foreseen in these Specifications, without prejudice to the contractor being able to exercise the corresponding actions in defense of its position and in guarantee of its rights.

Once IFEMA has agreed the termination of the contract for any of the causes foreseen in Clause 44, and the contractor has been notified, IFEMA may initiate the procedure it deems appropriate for the award of the contract, or for its performance, by a person other than the contractor.

In view of the above, the contractor may not, under any circumstances and under any circumstances:



- Object to the termination of the contract of which IFEMA gives notice due to the existence of a dispute between the parties or disagreement with its interpretation by IFEMA or differences or reservations of any nature or entity.
- Suspend or delay the works or abandon them (except in the cases of termination or abandonment regulated in these Specifications), on the grounds or allegation of having pending claims, differences or reservations of any nature or entity, or under the excuse that such claims have or have not given rise to administrative, judicial or arbitration proceedings of any kind.



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**SERVICE CONTRACT
ORDINARY PROCEDURE WITH
PUBLICATION
SEVERAL AWARD CRITERIA**

ANNEX I TO THE SPECIFIC TENDER ADMINISTRATIVE CLAUSES

TABLE OF CHARACTERISTICS

1.- DEFINITION OF THE CONTRACTUAL PURPOSE (Clause 2)	
1.1.-CONTRACTUAL PURPOSE: Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada.	
1.2.- CPV NAMING:	79340000-9 Advertising and marketing services
1.3.- DIVISION BY LOTS: [X] Yes <i>Lot number and naming:</i>	
<p>Lot 1: B2C Digital Campaign in the United States and Canada (including creativity and content development).</p> <p>Lot 2: B2B Digital Campaign in the United States and Canada (including creativity and content development).</p> <p>Lot 3: B2C Digital Campaign in Latin America - Mexico, Colombia and Argentina (including creativity and content development).</p> <p>Lot 4: Co-marketing campaigns with specialized travel agents in Brazil.</p> <p>Lot 5: Roadshow coordination and execution in the United States and Canada.</p>	
Bidders may present proposals for: [X] all lots.	
<i>Interested bidders must submit individual proposals for each lot they decide to submit i.e., for one, two, three, four or all five lots.</i>	
<i>The bidder awarded the best score in each lot will be hired to present the services described in the lot, with no restrictions on the number of lots that can be awarded per bidder.</i>	
2. CONTRACTING AUTHORITY, PURCHASING AND PROCUREMENT COMMITTEE AND AWARD PROCEDURE (Clauses 6 and 10)	
2.1.- CONTRACTING AUTHORITY: Executive Committee, as described on the Internal Procurement Instructions published on the contractor profile https://www.ifema.es/nosotros/concursos-licitaciones	



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2.2. PURCHASING AND PROCUREMENT COMMITTEE: As described on the Internal Procurement Instructions published on the contractor profile <https://www.ifema.es/nosotros/concursos-licitaciones>

2.3. AWARDING PROCEDURE: ordinary without publication

3.- BUDGET, ESTIMATED VALUE AND PRICE REVIEW (Clauses 3, 4, 5 and 35)

3.1.- BASE TENDER BUDGET (VAT EXCLUDED): 6.570.000 euros (SIX MILLION FIVE HUNDRED SEVENTY THOUSAND EUROS)

Base tender budget for each Lot:

Lot 1.- 3.450.000 euros

Lot 2.- 470.000 euros

Lot 3.- 2.200.000 euros

Lot 4.- 250.000 euros

Lot 5.- 200.000 euros

3.2.- PRICING SYSTEM:

lump-sum

3.3.- ESTIMATED VALUE: 16.425.000 euros

LOT 1:

Maximum tender budget: 3.450.000 euros

Possible extensions: 3.450.000 euros

Possible modifications: 50% of the maximum tender budget, or 1.725.000 euros

Estimated value of the contract: 8.625.000

LOT 2:

Maximum tender budget: 470.000 euros

Possible extensions: 470.000 euros

Possible modifications: 50% of the maximum tender budget, or 235.000 euros

Estimated value of the contract: 1.175.000 euros

LOT 3:

Maximum tender budget: 2.200.000 euros

Possible extensions: 2.200.000 euros

Possible modifications: 50% of the maximum tender budget, or 1.100.000 euros

Estimated value of the contract: 5.500.000 euros

LOT 4:

Maximum tender budget: 250.000 euros

Possible extensions: 250.000 euros

Possible modifications: 50% of the maximum tender budget, or 125.000 euros

Valor estimado del contrato: 625.000 euros

LOT 5:



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<p>Maximum tender budget: 200.000 euros Possible extensions: 200.000 euros Possible modifications: 50% of the maximum tender budget, or 100.000 euros Estimated value of the contract: 500.000 euros</p>
<p>3.4. PRICE REVISION: NO: [X]</p>
<p>3.5.- PRICE VARIATION: NO: [X]</p>

4.- CONTRACTOR PROFILE (Clause 8)
Not applicable

5.- ENQUIRIES (Clause 47)
<p>Submission method: via email: yperdomo@ifema.es; mpastor@ifema.es; igomez@ifema.es; mvberroya@ifema.es</p> <p>Enquiry period: Until 1:00 pm Madrid time on March 28, 2023</p> <p>Enquiries should include: Email subject: Enquiry on Dossier number regarding lot</p>

6.- PROPOSAL SUBMISSIONS. NOTIFICATIONS AND COMMUNICATIONS (Clauses 12, 13 and 14)
<p>6.1. PROPOSAL SUBMISSION.</p> <p>Deadline for submission: Until April 18, 2023, at 12 noon Madrid time. Documents and proposals shall be submitted:</p> <ul style="list-style-type: none"> - Physically, by delivering bids to the IFEMA MADRID offices, specifically at: Delivery address: IFEMA – Feria de Madrid Avda. Partenón, 5 28042 Madrid Dirección de Seguridad y Autoprotección, Edificio de oficinas Sur. (planta 1) <p>Proposals may also be sent by express courier within the deadline for submission, but the bidder must provide proof of postage at the courier office and inform the contracting authority by email: yperdomo@ifema.es; mpastor@ifema.es; igomez@ifema.es; mvberroya@ifema.es; cbordo@ifema.es</p> <p>The receipt must contain a tracking number for online tracing.</p>



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IFEMA MADRID has 6 calendar days from the end of the submission period to receive the documents. However, once 6 calendar days have passed without receiving the documents, they will not be accepted in any case, even if they are received later.

The documents must be submitted in 2 sealed envelopes, providing the information required in CLAUSE 14. – In the format and content of the specific tender administrative clauses:

Envelope nº 1:

- Statement of Compliance form (Annex II)
- Contact details of the bidder (Annex III)
- Report from the Permanent Diplomatic Mission or Consular Office of Spain (see example attached).
- Report by the Spanish Trade Office abroad
- Statement of Compliance form to submit from the Spanish Jurisdiction for the preparation and award of the contract (Annex VII)

Envelope nº 2:

- The envelope must contain individual envelopes indicating on each one the lot to which it corresponds.
- Technical proposals for each of the submitted lots, correctly identifying the lot it corresponds to.
- Detailed breakdown of the budget for each submitted proposal corresponding to each requested criterion. Please note that the agency fee must be included in the total budget, and the total can never exceed the maximum established budget.
- Form for commitment of the technical offer and financial evaluation (Annex IX)

The documents enclosed in the envelopes and that require the signature of the bidder must be signed in handwriting (in this case the scanned version of the signed document must be submitted on paper) or electronically (with a visible signature) by the person holding enough power to do so.

In addition to the documents, pen drives and envelopes will be submitted including the same documents in each medium following the mentioned format.

The mentioned documents must be submitted with the following information on the front of the envelope:

Attn.: Purchasing Department

Dossier: DOSSIER. - 23/062

Digital B2B and B2C campaign in the United States and Canada, B2B and B2C action plan to create awareness and promote commercialization in Latin America, and roadshow coordination and execution in the United States and Canada.



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Documents/Proposal:

Submitted by:

6.2. NOTIFICATIONS AND COMMUNICATION.

Any bidder notification or communication within the scope of the procedure, regulated by this Tender must be made via the following email addresses yperdomo@ifema.es; mpastor@ifema.es; igomez@ifema.es; mvberroya@ifema.es

7.- SOLVENCY (Clauses 9, 14 and 19):

The required documents for accreditation will **only** be requested to the successful bidder in accordance with Clause 19 of the Specific Tender Administrative Clauses.

YES **7.1.- PROVIDE THE MANDATORY MEDIA ASSIGNATION FOR THE CONTRACT ASSIGNMENT**

Given that the bidders must comply with the minimum solvency requirements mentioned in this Table of Characteristics and must present the tender considering the human resources assigned to implement the contract, it will not be necessary for them to provide a specific document of commitment to assign resources to the performance of the contract. Therefore, the bidder already provides an adequate tender with efficient commitment. This will also ensure that the submitted tenders comply with the minimum required criteria mentioned in the Technical Specifications Document.

These commitments shall be included into the contract. Failure to comply may result in:

 Termination of the contract Penalties (See section 22)**7.3.- ECONOMIC AND FINANCIAL SOLVENCY**

The bidder must prove economic and financial solvency (art. 87 LCSP) following the below:

a) The bidder must provide proof of annual revenue equal or greater to the below. The information may refer to the bidders best financial year within the last five ones:

Lot 1: 5.175.000 euros

Lot 2: 705.000 euros

Lot 3: 3.300.000 euros

Lot 4: 375.000 euros

Lot 5: 300.000 euros

Annex XI must be attached with each submitted lot.**7.4.- TECHNICAL OR PROFESSIONAL SOLVENCY**

The bidder must supply the following:



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Lot 1: submit at least three digital B2C campaigns including creative production and content development within the tourism sector developed during the last five years.

Lot 2: submit at least two digital B2B campaigns within the tourism sector developed during the last five years.

Lot 3: submit at least three digital B2C campaigns including creative production and content development within the tourism sector developed during the last five years.

Lot 4: submit at least three co-marketing campaigns with key tourism travel agents developed during the last five years.

Lot 5: submit at least two roadshow projects developed during the last five years within the B2B tourism sector.

In addition to the above, the successful bidder must provide the following proof of technical or professional solvency (art. 90 LCSP):

Include the following:

List of the main service contracts performed by the bidder within the past 5 years, these must have a similar scope and nature to the submitted lot. Likewise, these should include the date, client, role description, activity development and obtained results. For this purpose, the bidder must fill in **Annex XII**.

Certification needed: complete Annex XII for each submitted lot.

7.5.- BUSINESS QUALIFICATION NECESSARY TO PROVIDE THE SERVICE (art. 65 LCSP)

Not required

8.- TENDER EVALUATION CRITERIA (Clauses 11, 17, 18 and 22)

8.1.- CRITERIA THAT CAN NOT BE EVALUATED AUTOMATICALLY BY APPLYING FORMULAS

The submitted documents for evaluation with the below criteria should be only included in envelope or electronic device 2.

Yes.

LOT N°1: B2C Digital Campaign in the United States and Canada (including creativity and content development).

CRITERION 1.- Team members proposal

1.1.- DOCUMENTS: Curriculum Vitae (excluding personal data) of the team members assigned to provide the service. In addition to legitimate, well supported references of their knowledge of the



tourism industry and similar work experience for other tourism destinations by submitting graphic documents that showcase this experience, as well as their minimum hours allocated to the project.

A more than 5-year experience developing Digital B2C Campaigns for other tourism destinations will be an advantage when evaluating team members individually. Including creativity and content development, with examples of the artwork, scope reached the number and relevance of the destinations and their professional career in general as well as any other relevant projects developed for the tourism industry.

In addition, the minimum hours allocated to the project including at least one full-time team member will also be an advantage.

Moreover, the number of team members as well as the number of specific team members assigned for each project stage (creative direction, copywriting, digital marketing, tourism marketing and social media) will also be an advantage.

1.2.- WEIGHING: Maximum score 400 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

CRITERION 2.- Strategy and Plan Proposal

2.1.- DOCUMENTS: Strategic development, goal setting, result forecast and creative proposal.

The bidder must submit the following:

- Detailed roadmap including activity timeline.
- Initial creative concept with visual examples that reflect an approximate draft (the contractor does not request the final artwork; however, it should be able to evaluate the creative potential of the team).
- KPIs.
- Detailed budget breakdown.

The following aspects will be an advantage:

- The level of detail per action.
- A coherent breakdown of the budget according to the proposed stages of the project.
- The accuracy explaining the proposed strategy.
- Consistent goal setting.
- The selection of channels according to the target audience.
- Relevance of the creative idea.
- A comprehensive approach of the submitted proposal.
- Coherent reporting method and communication frequency with the Madrid office.

2.2.- WEIGHING: Maximum score 600 points.



Scoring brackets: 20 tiering levels between 5% and 100% of the score.

LOT N°2: B2B Digital Campaign in the United States and Canada (including creativity and content development).

CRITERION 1.- Team members proposal

1.1.- DOCUMENTS: Curriculum Vitae (excluding personal data) of the team members assigned to provide the service, in addition to legitimate, well supported references of their knowledge of the tourism industry and similar work experience, as well as their minimum hours allocated to the project. A more than 5-year experience developing Digital B2B Campaigns within the tourism industry will be an advantage.

The number of team members assigned will be an advantage as well as their individual work experience during the past five years, their individual professional careers in general and any other relevant projects developed for the tourism industry. Knowledge in the tourism industry and previous work experience in the industry will be an advantage.

1.2.- WEIGHING: Maximum score 500 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

CRITERION 2.- Approach and KPIs proposal

2.1.- DOCUMENTS: An explanatory document including the general approach, a high-quality solution, the deliverables, the timetable and the KPIs.

A suitable methodology according to the project's goals as well as the level of detail will be an advantage. In addition, the contractor will also evaluate if the approach is appropriate provide the requested services and if it accurately represents the value proposition.

A coherent global approach will be an advantage, including the project framework with a detailed layout of the activities as well as a selection of appropriate media outlets and channels where for the campaign.

A proposal to improve awareness about IFEMA Madrid within the global strategy will be an advantage.

1.2.- WEIGHING: Maximum score 500 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.



LOT N°3: B2C Digital Campaign in Latin America - Mexico, Colombia and Argentina (including creativity and content development).

CRITERION 1.- Team members proposal

1.1.- DOCUMENTS: Curriculum Vitae (excluding personal data) of the team members assigned to provide the service. In addition to legitimate, well supported references of their knowledge of the tourism industry and similar work experience for other tourism destinations by submitting graphic documents that showcase this experience, as well as their minimum hours allocated to the project.

A more than 5-year experience developing Digital B2C Campaigns for other tourism destinations will be an advantage when evaluating team members individually. Including creativity and content development, with examples of the artwork, scope reached the number and relevance of the destinations and their professional career in general as well as any other relevant projects developed for the tourism industry. In addition, the minimum hours allocated to the project including at least one full-time team member will also be an advantage.

1.2.- WEIGHING: Maximum score 400 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

CRITERION 2.- Strategy and Plan Proposal

2.1.- DOCUMENTS: Moreover, the number of team members as well as the number of specific team members assigned for each project stage (creative direction, copywriting, digital marketing, tourism marketing and social media) will also be an advantage.

Strategic development, goal setting, result forecasting and creative proposal.

The bidder must submit the following:

- Detailed roadmap including activity timeline.
- Initial creative concept with visual examples that reflect an approximate draft (the contractor does not request the final artwork; however, it should be able to evaluate the creative potential of the team).
- KPIs.
- Detailed budget breakdown.

The following aspects will be an advantage:

- The level of detail per action.
- A coherent breakdown of the budget according to the proposed stages of the project.
- The accuracy explaining the proposed strategy.
- Consistent goal setting.



- The selection of channels according to the target audience.
- Relevance of the creative idea.
- A comprehensive approach of the submitted proposal.
- Coherent reporting method and communication frequency with the Madrid office.

2.2.- WEIGHING: Maximum score 600 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

LOT Nº 4: Co-marketing campaigns with specialized travel agents in Brazil.

CRITERION 1.- Team members proposal

1.1.- DOCUMENTS: Curriculum Vitae (excluding personal data) of the team members assigned to provide the service. In addition to legitimate, well supported references of their knowledge of the B2B tourism industry and similar work experience for other tourism destinations, as well as their minimum hours allocated to the project. The bidder must submit graphic documents that showcase similar co-marketing campaigns providing links, documents and any other relevant information.

Experience with similar co-marketing projects for other tourism destinations will be an advantage as well as the examples of this work, the number and relevance of the destinations and their professional career in general as well as any other relevant projects developed for the tourism industry within the past 3 years.

1.2.- WEIGHING: Maximum score 400 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

CRITERION 2.- Strategy proposal

2.1.- DOCUMENTS: Strategy development, list of potential partners, collaboration scope, goal setting and result forecasting. A layout of the actions with an activity workflow including launch and completion dates, a timeline with key milestones and a roadmap. KPIs should also be included.

Each activity detail following the proposed stages will be an advantage as well as an explanation of the proposed travel agents and each activity's objective. The contractor will evaluate the suitability of the travel agent selection according to the target audience as well as the concept for the creative idea for the co-marketing campaigns.

2.2.- WEIGHING: Maximum score 600 points.



Scoring brackets: 20 tiering levels between 5% and 100% of the score.

LOT 5: Roadshow coordination and execution in the United States and Canada.

CRITERION 1.- Team members proposal

1.1.- DOCUMENTS: Curriculum Vitae (excluding personal data) of the team members assigned to provide the service. In addition to legitimate, well supported references of the necessary work experience for development of the contracting services. As well as their minimum hours allocated to the project.

The number of team members assigned will be an advantage as well as their individual experience in the past five years, including their professional career and any other relevant projects. Knowledge in the tourism industry and previous work experience with travel agents and specialized tour operators as well as any other key stakeholders within the tourism industry will be an advantage. In addition, the minimum hours allocated to the project including at least one full-time team member will also be an advantage.

1.2.- WEIGHING: Maximum score 500 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.

CRITERION 2.- Approach and KPIs proposal

2.1.- DOCUMENTS: An explanatory document including the general approach and the scope of action as well as the KPIs to be able to measure the proposed services and activities.

A coherent global approach will be an advantage, including the format, the timeline, the number of events, the type of venue, project goals, number of cities included (which should include at least New York, Miami, Atlanta, Boston, Dallas, Los Angeles and Toronto) as well as the profile and number of participants.

A suitable methodology according to the project's goals as well as the level of detail will be an advantage. In addition, the contractor will also evaluate if the approach is appropriate to provide the requested services and if it accurately represents the value proposition.

A proposal to improve awareness about IFEMA Madrid within the global strategy will be an advantage.

2.2.- WEIGHING: Maximum score 500 points.

Scoring brackets: 20 tiering levels between 5% and 100% of the score.



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To be considered for each lot:

Each submitted lot should include a technical proposal with a detailed breakdown of the proposed activities alongside the budget. This Budget must include any agency fees and shall not exceed the maximum budget mentioned.

If the technical proposal is not submitted, the tender will be rejected.

- **LOT Nº 1:** Must include a detailed breakdown for each activity proposed including budget allocation for each one of them.
- **LOT Nº 2:** Must include a detailed breakdown for each activity proposed including budget allocation for each one of them.
- **LOT Nº 3:** Must include a detailed breakdown for each activity proposed including budget allocation for each one of them.
- **LOT Nº 4:** Must include a detailed breakdown of the proposed activities including budget allocation for each one of them.
- **LOT Nº 5:** Must include a detailed breakdown of the roadshow proposal.

8.2.- CRITERIA THAT CAN BE EVALUATED AUTOMATICALLY BY APPLYING FORMULAS

The documents submitted for evaluation with the criteria detailed in this section must only be included in envelope or electronic device 3. If in envelopes 1 or 2 include documents corresponding to envelope 3, the bidder will be discarded from the award procedure for breaching the confidentiality of the proposals.

Not applicable

8.3.- TIE BREAK CRITERIA. -

Not applicable

8.4.- TENDERS WITH IRREGULAR OR DISPROPORTIONATE BUDGETS

Not applicable

8.5.- CASES OF AUTOMATIC TENDER EXCLUSION

In addition to the ones mentioned in the Specific Administration Clause Document, tenders in the following situations will also be rejected:

Not applicable

9.- ALTERNATIVE TENDERS (Clause 12)

Not admitted

10.- TENDER EVALUATION STAGES (Clauses 11, 14 and 16)**10.1.- SUCESIVE STAGES:**

No

10.2.- STAGE SCORING MINIMUM LIMITS:

No

11.- GUARANTIES (Clauses 15, 19, 21 and 42)



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11.1.- PROVISIONAL GUARANTEE [X] Not required
11.2.- DEFINITIVE GUARANTEE [X] Not required
11.3.- ADDITIONAL GUARANTEE [X] Not established
11.4.- CONSTITUTION BY PRICE WITHHOLDING (art. 108.2 LCSP) [X] No

12.- MAXIMUM AMOUNT OF ADVERTISING EXPENSES PAID BY THE SUCCESFULL BIDDER (Clause 36)
The successful bidder must meet the following advertising expenses: [X] No

13.- CONTRACT WAIVER COMPENSATION AND WITHDRAWAL FROM THE ADMINISTRATION AWARD PROCEEDURE (Clause 20)
Maximum compensation fee: summing up to a total of 300 euros. The contractor should previously request this supplying proof of the actual expense this withdrawal has caused.

14.- LIABILITY INSURANCE (Clauses 23 and 36)
[X] Required: The successful bidder will be fully responsible for all damages suffered by IFEMA and any third parties throughout the implementation of the contract as well as any other damages arising from its development. IFEMA, shall be fully exonerated from any damages caused to third parties from the implementation of the contract. The successful bidder must submit a certification of a current insurance of civil liability for relevant professional risks that covers 300.000 € or more per damage, per year.

15.- COMPLETION DEADLINES AND PLACE OF DELIVERY FOR THE SUBMITTED SERVICE PROPOSALS (Clauses 28 and 40)
15.1.- COMPLETION DEADLINE: for each lot, from the contract signage scheduled during May 2023 to be carried out for 12 months, until April 2024. The successful bidder must only implement business activities previously authorized by MADRID TURISMO. Thus, activities must not be implemented prior to MADRID TURISMO's agreement and approval (this is applicable to all milestones and actions). If any activities are commissioned during the period of the contract but are set to finish after the contract term, these shall be implemented during the project timeline. Meaning that said additional activities shall finish.



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a) Requirement of partial deadlines:

No

b) Implementation deadline: March 2025, if MADRID TURISMO decides to extend the contract as mentioned in Section 18 of the Table of Characteristics.

15.2.- PLACE OF DELIVERY FOR THE SUBMITTED SERVICE PROPOSALS

IFEMA premises.

Others. As mentioned in the Technical Specifications Document.

16.- WORK PROGRAMME (Clause 26)

Not required

17.- PAYMENT (Clause 35)

17.1.-PAYMENT FRECUANCY AND SCOPE:

LOT 1:

- First payment: 20% with the first submission of the detailed action plan, the roadmap, the timeline, the budget breakdown and illustrative example.
- Remaining payments: Paid against receipted invoice for each hired service/campaign implemented based on the media plan previously authorized by MADRID TURISMO.

LOT 2:

- First payment: 20% with the first submission of the detailed action plan, the roadmap, the timeline, the budget breakdown and illustrative example.
- Remaining payments: Paid against receipted invoice for each hired service/campaign implemented based on the media plan previously authorized by MADRID TURISMO.

LOT 3:

- First payment: 20% with the first submission of the detailed action plan, the roadmap, the timeline, the budget breakdown and illustrative examples.
- Remaining payments: Paid against receipted invoice for each hired service/campaign implemented based on the media plan previously authorized by MADRID TURISMO.

LOT 4:

- First payment: 20% with the first submission of the marketing plan including: the roadmap, a detailed stage proposal, the timeline and the budget breakdown.
- Remaining payments: Paid against receipted invoice for each hired service/campaign implemented based on the action plan previously authorized by MADRID TURISMO.



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LOT 5:

- First payment: 20% with the first submission of the detailed action plan, the roadmap, the timeline and the budget breakdown.
- Remaining payments: Paid with the receipted Campaign End Report for each roadshow including: a list off all attendees, the details of all coordination arrangements, provided materials, achieved objectives, sales potential and any other relevant information that will allow the measurement and impact of the activity for an appropriate monitoring.

For all lots, IFEMA MADRID will withhold 5% of the invoicing fee per invoice and will pay this amount 60 days after the contract completion. Meaning 60 days after the Tender completion.

The contractor shall present the corresponding invoice within 10 days according to the frequency mentioned in this section.

Once the invoice has been agreed, the payment will be made via bank transfer with expiration date - 30 days from the invoice. If the Accounting Department receives the invoice after the 10 authorized days, the payment will be made accordingly to this new date.

17.2.- ACCOUNT DEPOSIT (art. 198.3 LCSP):

Not established

17.3.- MANDATORY INVOICE DATA: Trade name, Registered office, Tax ID Number, service description and order number provided by MADRID TURISMO.

18.- EXTENSIONS (Clause 29)

Yes. Maximum extension of a year assigned by IFEMA MADRID. Extensions shall not be requested for less than a month.

2-month notice before the termination of the contract or the termination of the contract extension.

19.- ESENTIAL CONTRACTUAL OBLIGATIONS AND SPECIAL CONTRACT IMPLEMENTATION CONDITIONS (Clause 37 and 38)

19.1.- ESENTIAL CONTRACTUAL OBLIGATIONS

These are the essential contractual obligations:

- a) According to the resources mentioned in Section 7.1 of the Table of Characteristics.

Required: No

Yes: Considering that the team members presented, and their technical skills represent a considerable wage of the scoring, the bidder is obliged to keep all the selected team members for the implementation of the contract until the contract termination. Consequently, they must only be replaced, even on a temporary manner, after IFEMA's written authorization. Breaching this Essential Contract Obligation will cause the termination of the contract.



- b) Special Contract Implementation Conditions mentioned in section 19.2 of the Table of Characteristics: [] No / [X] Yes.
- c) [X] Yes. Compliance with the obligations derived from labour, social and tax regulations. Without prejudice to the foregoing, and to the provisions of Clause 25 of the Tender Specifications, the following are particularly essential contractual obligations:

- **Tax, labor and social obligations**

The contractor is obliged to comply with legislation in force, especially with regard to tax, labor, social security, health and safety at work and other applicable provisions. To this end, it must present IFEMA with any documentation it may request in this respect to ensure that the successful bidder complies with all its obligations.

Consequently, the contractor, as the sole employer of its personnel assigned to the contracted work, expressly undertakes to comply, with respect to the same, with all the derived obligations, including labor, social and tax, and IFEMA declines any responsibility in this respect.

Failure to comply with them shall constitute sufficient cause for termination of the contract, without any right to compensation.

Likewise, in terms of occupational risk prevention, the contractor must have at IFEMA's disposal its occupational risk prevention plan, in accordance with current legislation, as well as sufficient accreditation of having conveyed to its personnel the information and instructions received from the employer in charge of the work center in the terms set out in Article 18.1 of the LPRL, in relation to Article 9.3 of RD 171/2004.

- **Labor and social security obligations**

The contractor will perform the contract with personnel who have signed an employment contract with it, the successful bidder/contractor therefore being the exclusive holder of the rights and obligations conferred to this type of employer, consequently releasing IFEMA from all liability with regard to the aforesaid personnel.

- In accordance with the current regulations on subcontracting of works and services, control of illegal employment, the fight against irregular employment and Social Security fraud, the contractor is responsible for providing reliable and documentary proof of due compliance with the registration, membership and contribution obligations of its company as an employer and of its employees as workers regarding the works that are the object of the contract. To this end, it is obliged to obtain by its own means, arrange and deliver to IFEMA the most legally valid documents regarding its participation in the contracted activity and the workers assigned to it.
- The contractor must ensure that all the salary concepts paid to its workers for the work performed for performing the present contract are lawful, correspond to the nature of the work effectively performed, are duly reflected in the salary receipts and Social Security contributions and bear all taxes that are legally required.
- The contractor must, under its sole responsibility, verify compliance with these obligations with regard to the companies, self-employed workers or professionals it



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subcontracted, as applicable, for the performance of the work covered by this contract.

- The contractor must provide IFEMA with the following information and/or documentation:
 - Prior to the commencement of the performance of the contracted services:
 - Copy of the document proving the successful bidder's registration with Social Security.
 - Negative certificate for overdrafts with Social Security.
 - List of workers assigned to the activity with identification of surname and first name, and identification document (DNI or NIE).
 - Proof of the effective registration with Social Security of the workers assigned to the jobs that are the object of the contract by means of a resolution of registration or a Report of Registered Workers (ITA) issued by the Social Security with fingerprint control through the RED system.
 - On a monthly basis:
 - Negative certificate for overdrafts with Social Security.
 - Proof of the effective registration with Social Security of the workers assigned to the jobs that are the object of the contract by means of a resolution of registration or a Report of Registered Workers (ITA) issued by the Social Security with fingerprint control through the RED system.
 - Documentation proving the effective payment of salaries accrued for the performance of the jobs that are the object of the contract to the workers assigned to them.

The previous lists are understood to include, but not be limited to what was set out, and IFEMA may at any time request the submission of additional information and/or documentation to ensure the successful bidder's compliance with all its obligations.

- d) No / Yes Minimum quality conditions for the implementation of the service (SLA: Service level agreement). The following:

Will be established by the mutual agreement of both parties according to the technical specifications for each lot.

- e) Yes Specific obligations for the prevention of occupational risks

The successful bidder, as the employer of the workers assigned to the contracted services, will be obliged to fully comply with the obligations regarding Health and Safety at Work contained in the applicable regulations, with special mention of the provisions of the Law on Occupational Risk Prevention and specific regulations applicable to the contracted service.

- f) Implementation deadlines:

Full deadline compliance

Compliance with the following deadlines: as per the Technical Specifications Document

- g) Other:



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Failing to comply will result in:

Termination of the contract: those in sections b), c), e)

Penalty enforcement situations: those in sections b), c), e)

19.2.- **SPECIAL** CONTRACT IMPLEMENTATION CONDITIONS

As mentioned in article 202 of the LCSP, these are the special contract implementation conditions:

a) Social employment conditions.

Required: No

b) Environmental conditions.

Required: No

c) Innovation conditions.

Required: No

d) Other:

Required: No Yes.

Compliance with the outsourcing obligations. In particular, the obligation to be up to date with subcontractor or supplier (art. 227 LSP). If any outsourcing services are authorized as per section 20 of the Table of Characteristics, the following statements will be considered Special Contract Obligations:

- The successful bidder may not vary the object or content of the services, nor assign or subcontract them to third parties unless it has previously been authorized in writing by IFEMA.
- If the successful bidder subcontracts or assigns any services without the required authorization, it will be fully responsible for all intents and purposes.
- Before concluding any contracts with subcontractors within the framework of the contract, the successful bidder shall provide information on the work it intends to subcontract, indicating the proposed subcontractors. IFEMA must be notified in advance of the identification of the subcontractors, which may be vetoed with justification within 10 calendar days following the notice receipt date.
- For subcontracted services with the authorization of IFEMA, the successful bidder must send IFEMA a copy of the contracts between the successful bidder and each subcontractor within ten days of their execution.
- For subcontracted services with the authorization of IFEMA, the successful bidder will be obliged to communicate and make the subcontractors comply with the technical, quality and commercial requirements and conditions established in contract documentation, insofar as they are applicable to them.
- The successful bidder shall include in each of its contracts with the subcontractors the obligation of each subcontractor to cooperate with



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	<p>IFEMA in order to favor the work of supervision and coordination of IFEMA's activity.</p> <ul style="list-style-type: none"> - The successful bidder must reliably notify the subcontractors of the terms and conditions of the IFEMA contract. - The successful bidder must be up to date with payments to its subcontractors and suppliers.
--	--

20.- OUTSOURCING AND ASSIGMENT (Clauses 33 and 34)	
20.1.- OUTSOURCING	<p><input checked="" type="checkbox"/> Admitted.</p> <p><input checked="" type="checkbox"/> The bidder shall indicate in the bid the part of the contract that it intends to subcontract. In this case, the bid shall include all information on subcontracting, including that regulated in the following paragraph, which shall also apply.</p> <p>In the event that subcontracting is allowed, the contractor must notify the contracting authority in writing, after the award of the contract (unless within this section it has already requested for the bid) and, at the latest, when starting the execution of the contract, of the intention to enter into subcontracts, indicating the part of the service to be subcontracted and the identity, contact details and legal representative(s) of the subcontractor, and sufficiently justifying the aptitude of the latter to execute it by reference to the technical and human elements at its disposal and its experience, and accrediting that it is not subject to any prohibition to contract. A model is attached in Annex XVIII</p> <p>IFEMA MADRID may veto the subcontractors, with justification, communicating it to the Contractor within 10 calendar days from the date of receipt of the communication. Likewise, IFEMA MADRID may request clarifying or complementary documentation to that submitted.</p> <p>The main contractor shall notify the contracting authority in writing of any changes to this information during the performance of the main contract, and all necessary information on new subcontractors.</p> <p>The successful bidder must notify the contracting authority in writing of any changes to this information during the performance of the main contract, and all necessary information on new subcontractors.</p>
20.2.- ASSIGMENT	<p><input checked="" type="checkbox"/> Yes. Accepted (indicate requirements): according to clause 13. - CONTRACT WAIVER COMPENSATION AND WITHDRAWAL FROM THE ADMINISTRATION AWARD PROCEEDURE.</p>
20.3.- CONTRACT EMPLOYEE SUBROGATION. -	<p><input checked="" type="checkbox"/> No</p>

21.- CONTRACT AMMEDMENTS (Clause 32)



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Yes.

Situations:

- a) Unexpected revisions: As per mentioned in the IFEMA's Internal Procurement Instructions.
- b) Upcoming revisions:

For all lots:

- Incorporation of new business opportunities that may arise in other existing markets or new markets of interest, in which the promotion of specific promotional activities linked to the object of the contract is considered relevant.

Procedure: In accordance with the provisions of CLAUSE 32. Modification of the contract for the Particular Administrative Specifications.

Mandatory maximum percentage limit for the contractor and maximum amount of the modification: 50%

22.- PENALTIES (Clauses 30 and 37)

22.1.- FOR DELAY

YES.

For each of the lots:

- In case of non-compliance with the work schedule established and validated by both parties for the delivery of the defined reports, a penalty of 100 euros will be charged for every 2 days of delay in the month's billing.

22.2.- FAILING TO COMPLY OR DEFECTIVE PERFORMANCE OF THE CONTRACTED SERVICE

YES.

- For each of the lots, penalty shall be levied in the event that MADRID TURISMO considers that the service is not provided with the commitment of quality and correctness due; it will inform the awarded company, and if the notice is repeated 3 times and there is no correction by the successful bidder, MADRID TURISMO will penalize with 5% on the cumulative total of the amount invoiced so far that is directly related to the work not performed correctly.

22.3.- FAILING TO COMPLY WITH THE RESOURCE ALLOCATION COMMITMENT

YES.

- If a 30-calendar-day notice is not provided, the bidder can be penalized for each delay day with 500 euros per day.

22.4.- FAILING TO PROVIDE INFORMATION ABOUT THE CONDITIONS OF SUBROGATION IN SERVICE CONTRACTS



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<input checked="" type="checkbox"/> No
22.5.- FAILING TO COMPLY WITH THE ENVIROMENTAL, SAFETY AT WORK, SOCIAL OR EMPLOYMENT OBLIGATIONS <input checked="" type="checkbox"/> No
22.6.- FAILING TO COMPLY WITH THE IMPLEMENTING SPECIAL REQUIREMENTS <input checked="" type="checkbox"/> Yes. En caso de incumplimiento de las condiciones especiales establecidas en el apartado 19.2 anterior, IFEMA podrá imponer una penalidad de hasta un 10% del precio del contrato.
22.7.- FAILING TO COMPLY WITH THE BIT CHARACTERISTICS RELATED TO THE AWARD CRITERIA <input checked="" type="checkbox"/> No
22.8.- FAILING TO COMPLY WITH OUTSOURCING OBLIGATIONS <input checked="" type="checkbox"/> Yes. In the case of non-compliance with the special conditions mentioned in section 19.2, IFEMA may impose a penalty summing up to a 10% of the total contract price.
22.9.- Failing to comply with SLA (minimum quality levels of the service implementation): <input checked="" type="checkbox"/> Yes, they will be established by mutual agreement of both parties according to the technical specifications defined for each lot.
22.10.- OTHER: <input checked="" type="checkbox"/> No
22.11.- MAXIMUM LIMIT TO THE PENALTY FEE: 10% for each lot.
22.12.- PAYMENT DEADLINE FOR THE PENALTY FEE PAYMENT TO IFEMA: Within the 30 calendar days following the communication from MADRID TURISMO.

23.- CONTRACT TERMINATION CLAUSES (Clause 44)
23.1.- Those mentioned in clause 44 of the Particular Administrative Specifications and those in article 313 of the Law on Public Sector Contracts as far as they do not contradict or differ from those in the Particular Administrative Specifications.
23.2.- FAILURE TO COMPLY WITH THE ESSENTIAL CONTRACTUAL OBLIGATIONS mentioned in Section 19.1 of this Table of Characteristics and those stipulated in the Internal Procurement Instructions.
23.3.- THOSE MENTIONED IN ARTICLE 211 OF THE LCSP: so far as they don't contradict or differ those in the Particular Administrative Specifications.
23.4.- OTHER <input type="checkbox"/>

24.- RECEIPT (Clause 41)
DEADLINE <input checked="" type="checkbox"/> NO
FORMAL ACT AND POSITIVE ACCEPTANCE OR COMPLIANCE <input checked="" type="checkbox"/> NO



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25.- GUARANTEE PERIOD (Clause 42)

[X] NO

26.- CONTRACTUAL DOCUMENTS (Clause 1)

Without prejudice to the obligations undertaken by the successful bidder when presenting the bid, the following documents shall have a contractual nature:

- The work program in those cases where it is required according to the Particular Technical Specifications.
- The Particular Administrative Specifications and the Table of Characteristics document.
- The Technical Specifications Document.
- Any technical documents included in the dossier approved by the Administration.
- The implementation document.
- The successful bidder's bid.

27.- CONFIDENTIALITY CLAUSE (Clause 39)

27.1 General confidentiality clause regarding any information related to the contract, the tender and the award procedure:

[X] Yes. Minimum duration: 5 years

28.- VISIT THE IFEMA FACILITIES (Clause 48)

[X] No

29.- THE OBJECT OF THE CONTRACT REFERS TO IT TECHNOLOGIES AND/OR INVOLVES ACCESS TO IFEMA'S TECH PLATFORMS OR TOOLS OR INVOLVES THE PROCESSING OF SENSITIVE INFORMATION OR SPECIAL DATA (Clause 45)

[X] Yes. In this case, in addition to the security measures written in Art. 32 of the General Data Protection Regulation, those detailed in Annex 076 in the contracts for goods and services with IT-related elements, included in **Annex XIII to the Specifications Document** shall be applicable.

30.- UNIT IN CHARGE OF THE ORDINARY MONITORING AND IMPLEMENTATION OF THE CONTRACT

MADRID TURISMO BY IFEMA MADRID

31- QUALITY MANAGEMENT SYSTEM: BIDDER PERFORMANCE ASSESMENT

MADRID TURISMO will evaluate the successful bidder's performance during the contract performance period. This will be done based on the criteria that may be applicable, such as the quality of the service/product provided, compliance with all deadlines, the technical and/or commercial advice provided, the level of competence demonstrated, flexibility and availability, as well as the sustainability level demonstrated during its activity.



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APPENDIX II

(This appendix completed by the bidder must be included in Envelope No. 1).

STATEMENT OF COMPLIANCE FORM

With IFEMA MADRID and within the bidding procedure for the contract , Mr , with ID number (DNI)..... , of legal age, in his/her own name (or on behalf of the company , with tax identification number (CIF) , and registered address in , street , no.....),

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

1. That the bidder is validly constituted and that, in accordance with its corporate purpose, it may bid for the tender, as well as that the signatory of the statement holds proper representation to submit the bid.
2. That the bidder has the pertinent classification, where applicable, or that it meets the economic, financial and technical or professional solvency requirements required, under the conditions established in the specifications and the Particular Administrative Specifications.
3. That the bidder that it legally represents, its administrators and representatives, as well as the signatory, are not subject to any of the prohibitions to contract contained in Article 71 of Law 9/2017 of 8 November, on Public Sector Contracts. According to the terms of Article 73 of the LCSP, neither by itself nor by extension, as a consequence of the application of Article 71.3 of the LCSP.
4. That he/she designates the following email address for possible notifications:
5. That on the date on which the deadline for submitting proposals or bids ends, it fulfils the conditions legally established for contracting with the Administration and specifically those cited in Clause 19 of the standard Particular Administrative Specifications, approved by the Contracting Authority, has the documentation that accredits this and undertakes to maintain these conditions for the time necessary for the purposes of this contract.
6. That the copies and scanned documents submitted are true and exact copies of the original documentation, and that it undertakes to provide the original documentation at any time it is required by the Purchasing and Procurement Committee or the Contracting Authority.

..... 20.....
Signed:
(Signature and company stamp)



APPENDIX III

(This appendix completed by the bidder must be included in Envelope or Electronic File No. 1)

CONTACT DETAILS OF THE BIDDER

With IFEMA MADRID and as part of the tendering procedure for contract, Mr, with ID number (DNI)....., of legal age, in his/her own name (or on behalf of the company, with Tax Identification number (CIF), and registered office in, street, no.), in order to facilitate contact between IFEMA MADRID and the participating companies, fill in the form below with all the professional contact details of the persons involved in any administrative/technical matter related to this call for tenders.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON(S) FOR THIS FILE:	
TELEPHONE(S):	
FAX(ES):	
EMAIL ADDRESS OF THE CONTACT PERSON(S) FOR THIS FILE:	
OTHER INFORMATION THAT YOU CONSIDER OF INTEREST:	
DO YOU CONSENT TO IFEMA MADRID KEEPING THIS DATA FOR FUTURE TENDERS?	YES <input type="radio"/> NO <input type="radio"/>

In, 20....

Signed:
(Signature and company stamp)

In compliance with current data protection regulations, we hereby inform you of the following regarding the processing of your personal data: Data controller: IFEMA MADRID - Feria de Madrid (Q/2873018B). Purpose: to manage the tender dossier in which it participates. Legitimate interest: consent of the data subject and pre-contract relationship. Recipients: IFEMA MADRID will not communicate the personal data processed to any third party, unless legally required to do so. Retention: your data will be kept until the tender dossier is resolved and will subsequently be erased unless you expressly give your consent on the form. In this case, you will be included as a possible supplier of IFEMA MADRID in the sector corresponding to your professional activity. Rights: access, rectify, erase, restrict or oppose the processing or request portability by writing to Avda. del Partenón, 5 (28042), Madrid, or by email to protecciondedatos@ifemamadrid.es, indicating in the subject line: 'Exercise of Tender Supplier Rights', name and ID number. You can seek the protection of the Spanish Data Protection Agency (AEPD) at its website www.aepd.es and consult our privacy policy at www.ifemamadrid.es.



APPENDIX IV NOT APPLICABLE

(In the event that the provisional guarantee is constituted by means of a bank guarantee, this form must be followed, and the corresponding document must be included in Envelope or Electronic File No. 1).

PROVISIONAL BANK GUARANTEE FORM

The Entity , Tax ID Number (NIF)..... ,
with registered office in , on
street/square/avenue , PC , and on its behalf
..... with sufficient powers to bind it in this act.

GUARANTEES

to , Tax ID
Number (NIF) , as a provisional guarantee, to cover the obligations arising from
participation in the tendering process for the '..... **DOSSIER** ' to the
INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID), in the amount of
..... euros (€.....).

The guarantor declares, under its own responsibility, that it complies with the requirements set out in
Art. 56.2 of the General Regulations on Public Administration Contracts.

This guarantee is granted jointly and severally with respect to the principal, with express waiver of the
benefits of order, division and exclusion and with a commitment to payment on the first demand of the
INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID), even with the opposition of the principal and without
being able to postpone payment or refuse payment for any reason whatsoever.

This guarantee shall remain in force until its cancellation or return is authorised by the INSTITUCIÓN
FERIAL DE MADRID (IFEMA MADRID).

This guarantee has been registered on this date in the Register of Guarantees under number
.....

(Place and date)

(Company name of the Entity)

(Signature of proxies)



APPENDIX V NOT APPLICABLE

(In the event that the final guarantee is constituted by means of a bank guarantee, this form must be followed, and the corresponding document must be provided when the bidder who has submitted the best bid is required to do so in accordance with Clause 19 of the Particular Administrative Specifications).

FINAL BANK GUARANTEE FORM

The Entity , Tax ID Number (NIF) ,
with registered office in on
street/square/avenue , PC , and on its behalf
..... with sufficient powers to bind it in this act.

GUARANTEES

to , Tax ID No. (NIF)
..... , as final guarantee, to respond to the obligations derived from the award of
..... DOSSIER - before the INSTITUCIÓN FERIAL DE
MADRID (IFEMA MADRID), for the amount of euros
(€.....).

The guarantor declares, under its own responsibility, that it complies with the requirements set out in Art. 56.2 of the General Regulations on Public Administration Contracts.

This guarantee is granted jointly and severally with respect to the principal, with express waiver of the benefits of order, division and exclusion and with a commitment to payment on the first demand of the INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID), even with the opposition of the principal and without being able to postpone payment or refuse payment for any reason whatsoever.

This guarantee shall remain in force until its cancellation or return is authorised by the INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID).

This guarantee has been registered on this date in the Register of Guarantees under number
.....

(Place and date)

(Company name of the Entity)

(Signature of proxies)



APPENDIX VI NOT APPLICABLE

(In the event that the provisional guarantee is constituted by means of surety insurance, this form must be followed, and the corresponding document must be included in Envelope or Electronic File No. 1).

FORM FOR SURETY INSURANCE CERTIFICATE

Certificate number(1).....(hereinafter the insurer), with registered office in, street, and Tax Identification No. (NIF), duly represented by Mr/Ms(2), with sufficient powers to bind him/her in this act.

INSURES(3), Tax ID Number (NIF)....., as policyholder, with the INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID), hereinafter the insured, upto the amount of(in letters and figures), under the terms and conditions established in Law 9/2017 of 8 November on Public Sector Contracts, the IFEMA MADRID Internal Contracting Instructions, the implementing regulations and the Particular Administrative Specifications governing **DOSSIER -** as a guarantee.....(4), to respond to the obligations, penalties and other expenses that may arise in accordance with the aforesaid regulations and other administrative conditions with regard to the insured.

The insurer declares, under its own responsibility, that it complies with the requirements set out in Art. 56.2 of the General Regulations on Public Administration Contracts.

The non-payment of the premium, whether it is the sole, first or subsequent payment, will not entitle the insurer to terminate the contract, nor will it be extinguished, nor will the insurer's coverage be suspended, nor will it be released from its obligation, in the event that the insurer has to pay the guarantee.

The insurer cannot oppose the insured with the exceptions that may correspond to it against the policyholder.

The insurer undertakes to indemnify the insured at the first request of the INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID).

This surety insurance shall remain in force until its cancellation or return is authorised by the INSTITUCIÓN FERIAL DE MADRID (IFEMA MADRID).

Place and date:

Signature:

Insurer:

In, on 20....

Signed:
(Signature and company stamp)

Instructions for filling in the form

- (1) The full name of the insurance firm shall be given.
- (2) Name(s) and surname(s) of the proxy(ies).
- (3) Name of the insured person.
- (4) Indicate the type of insurance in question, depending on whether it will be a provisional or final guarantee.



APPENDIX VII

(This appendix completed by the bidder must be included in Envelope or Electronic File No. 1).

STATEMENT OF COMPLIANCE FORM TO BE SUBJECT TO SPANISH JURISDICTION

Mr/Ms

.....
with Spanish ID (DNI) or substitute document no. , acting on his/her own
behalf (or on behalf of the company), against IFEMA MADRID
and in relation to the dossier for the contracting of
.....

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

That for all incidents that may arise directly or indirectly in relation to the actions carried out in the preparation and awarding of the contract, the undersigned bidding company submits to the jurisdiction of the Courts and Tribunals of Madrid, waiving, where applicable, any foreign jurisdiction that may correspond to them.

In, on 20....

Signed:
(Signature and company stamp)



APPENDIX VIII NOT APPLICABLE

(To be provided upon request to the bidder who has submitted the best offer according to Clause 19 of the Particular Administrative Specifications)

STATEMENT OF COMPLIANCE FORM FOR TENDERER REGISTRATION

With IFEMA MADRID and within the bidding procedure for the contract....., Mr/Ms with ID number(DNI), of legal age, in his/her own name (or on behalf of the company with tax identification number(CIF) and registered address in street no.....),

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

1. That the details entered in the Register of Tenderers submitted in this tender are valid and havenot undergone any modification.

(If so, please indicate any variations or modifications that have taken place and provide supporting documents).

In, on 20....

Signed:
(Signature and company stamp)



APPENDIX IX

(This appendix completed by the bidder must be included in Envelope or Electronic File No. 2)

FORM FOR COMMITMENT OF TECHNICAL OFFER AND ECONOMIC EVALUATION

Mr/Ms with ID number (DNI)
 of legal age, on his/her own behalf (or on behalf of the company)
 with Tax ID Code (CIF)
 and registered office in street
 no....., having been informed of
 the conditions required to apply for the award of the '..... DOSSIER';
 undertakes to carry it out in accordance with the Specifications and its Appendices and in
 accordance with the technical offer presented and the detailed breakdown of each of the actions
 with their corresponding economic valuation, for the maximum total amount determined as the
 tender base budget for the following lots:

LOTS	Basic tender budget		Tick with an X the lots for which you are submitting a bid
Lot1	3,450,000 euros		
Lot2	470,000 euros		
Lot3	2,200,000 euros		
Lot4	250,000 euros		
Lot5	200,000 euros		

In, 20....

Signed:
 (Signature and company stamp)



APPENDIX X

(Its submission is optional, in accordance with the provisions of Clause 39 of the Tender Specifications, and only if it is presented, it may be included in the envelope or electronic file whose contents include the data or information on which the reservation or confidentiality is requested).

DECLARATION OF CONFIDENTIALITY FORM

Mr/Ms

.....
with Spanish ID(DNI) or substitute document no. , acting on his/her own behalf (or on behalf of the company) , against IFEMA MADRID and in relation to the dossier for the contracting of
.....

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

1. That the following data or information contained in your bid is particularly sensitive and confidential:

(Identify precisely and in detail, to which data this right of confidentiality should be extended and provide a brief justification

2. That you provide your consent for said data or information to be processed exclusively by the Contracting Authority (and the Purchasing and Procurement Committee) for the purposes of admission and assessment of bids.

For the purpose,

You request that this data and information only be processed by the Contracting Authority (and the Procurement and Contracting Committee) as confidential and reserved, provided that this does not violate the principles of transparency and publicity, nor the rights of effective legal protection and suitable protection of the interests of the other bidders.

In, on 20....

Signed:
(Signature and company stamp)



APPENDIX XI

(To be provided upon request to the bidder who has submitted the best offer according to Clause 19 of the Particular Administrative Specifications)

ECONOMIC AND FINANCIAL SOLVENCY

Mr/Ms

.....
with Spanish ID(DNI) or substitute document no. , acting on his/her own
behalf (or on behalf of the company), against IFEMA MADRID
and in relation to the dossier for the contracting of
.....

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

The company I represent had an aggregate turnover in the years 20..., 20... and 20. (VAT EXCLUDED) of:

- YEAR 20....:**
- YEAR 20....:**
- YEAR 20....:**
- YEAR 20....:**
- YEAR 20....:**

In, on 20....

Signed:
(Signature and company stamp)



APPENDIX XII

(To be provided upon request to the bidder who has submitted the best offer in accordance with Clause 19 of the Particular Administrative Specifications)

(Adapt for each of the lots)

TECHNICAL SOLVENCY

Mr/Ms.....
with Spanish ID(DNI) or substitute document no. , acting on his/her own
behalf (or on behalf of the company), against IFEMA MADRID
and in relation to the dossier for the contracting of
.....

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

To be completed as appropriate.

1. That the company he/she represents has carried out the service contracts for
..... during the last 5 years, which are attached below:

Reference 1

Description of the service:
Functions and actions carried out:
Dates of implementation:
Client:
Amount:

Reference 2

Description of the service:
Functions and actions carried out:
Dates of implementation:
Recipient:
Amount:

Reference X

Description of the service:
Functions and actions carried out:
Dates of implementation:
Recipient:
Amount:

In, on 20....

Signed:

(Signature and company stamp)



APPENDIX XIII

APPENDIX OF DATA PROTECTION SECURITY MEASURES



Information technology management documentation

076 Appendix for contracts for goods and services with IT-related items

Information Systems and Cybersecurity





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A. General conditions for the design, implementation, operation and access to IFEMA MADRID systems

Any product or service related to IFEMA MADRID's IT resources, hereinafter referred to as the solution, must comply with the general conditions described in this appendix.

The purpose of these general conditions is to obtain safe, efficient, sustainable solutions in their operation and in accordance with current legislation and regulations, as well as with the circumstances and strategies for the operation of IFEMA MADRID systems and also in accordance with the best current systems practices.

All system framework conditions will be taken into account from the outset, by design, to avoid the introduction of last-minute delays. The project team will meet with the IFEMA MADRID Systems Department in the initial phases of the project to report on the systems features of the solution, with the necessary data and criteria so that the IFEMA MADRID Systems team can make the most appropriate system commitments and informed decisions for IFEMA MADRID.

This document also details all the technical aspects related to the security of access to IFEMA MADRID IT resources.

Security

The design of the offered solution and its implementation will be secure from the outset, adopting methodologies and paradigms from a security by design approach.

The project will adequately activate and take advantage of all measures and procedures offered by all related products or services in order to increase the security of the final result of the implementation, in accordance with the requirements and needs of IFEMA MADRID.

Dimensioning

The dimensioning, parameterisation and resource allocation of the products or services comprising the project shall take into account the expected activity and the particular conditions of the project. Values will be proposed to achieve adequate performance and response times without over-allocating resources that will not be used. The capacity assigned to resources must cover the expected needs for a reasonable period and not be wasted. For example, to cover the requirements for one year or another period specified for the specific product or service.

Load testing

Before the first productive use of the offered solutions, load tests shall be carried out simulating the expected maximum activity. In order to verify that the implemented solution offers the appropriate response times for a production environment and that the



consumption of resources is in accordance with the capacity of the assigned infrastructure.

High availability and redundancy

The offers of critical solutions for IFEMA MADRID's business whose unavailability may cause a high impact shall be equipped with appropriate high availability and redundancy measures. In the testing phase of the implementation project, the correct functioning of all these high availability and redundancy measures will be checked. Other availability conditions may be agreed at the convenience of IFEMA MADRID.

Compliance with data protection regulations

The result of the project and its products will comply with legal regulations in force, complying with the directives, laws and regulations in force, as well as the internal rules of IFEMA MADRID.

The data, processing, designs and all information belonging to IFEMA MADRID are confidential and must be protected with the utmost diligence. All these elements, in the case of a Cloud or SaaS (software-as-a-service) solution, must always be physically located on servers, systems and data processing centres that have the maximum guarantees with respect to security measures and must be located within the territory of the European Union. As long as measures are used to guarantee the confidentiality of the data, authorised persons may access IFEMA MADRID's systems and data regardless of the location of said persons. These accesses must not be accessible to unauthorised persons. For example, access in general and access from outside the European Union in particular will be through secure, encrypted and authenticated channels.

Virtual infrastructure

All solutions offered for an 'On Premise' solution shall work properly in the VMWare vSphere virtualisation environment in its current version 6 available at IFEMA MADRID and in its later versions, as it is upgraded.

Consistent automatic start-ups, shutdowns and restarts

The solutions designed to operate on IFEMA MADRID's own systems will be integrated automatically and without requiring the intervention of any person with the start-up, shutdown and restart operations of the systems in which they operate. All these operations shall maintain data consistency. Shutting down the operating system will consistently consolidate all data from the solution before stopping it. Powering up the operating system will also automatically boot all products in the solution to a normal state to service users, without requiring any human intervention.

Updates

All offered solutions will have at least security updates, updates to resolve bugs, to adapt to changes in legal regulations, etc.

The initial implementation of the offered solutions will be done with their latest versions and upgraded to the most modern levels available.



Monitoring

Situations during the operation of the solutions offered that require the attention of IFEMA MADRID Systems personnel will produce appropriate alerts immediately, addressed to people in charge with sufficient information to proceed to remedy them. For example, the solutions offered will send emails to the addresses indicated during such situations.

Backup copy

For 'On Premise' solutions, mechanisms shall be activated to obtain efficient and consistent backup copies of the solution and its data with the Veeam Backup 9.5 product currently available at IFEMA MADRID and with its more modern versions, as updated. Procedures shall be documented and tested, in agreement with IFEMA MADRID, to consistently recover from individual unit data to the complete solution with all its data, including recoveries of partial datasets necessary to resolve the different types of possible disasters and minimising total service interruptions in cases of partial recoveries.

For Cloud solutions. The volume of data at risk of loss that is considered acceptable (RPO) is 24 hours. The tolerable downtime for recovery of data (RTO) is 24 hours.

Also for Cloud solutions, the mechanism that guarantees the availability of IFEMA MADRID data for IFEMA MADRID in the event of a sudden and permanent cessation of the provision of the service by the successful bidder shall also be provided.

Logs

Log generation will be appropriate for a production environment. Logs shall be rotated, compressed or deleted well before they may cause an incident by exhausting all available space in the production environment. No debug mode shall be left permanently activated in the production environment. The logs shall not contain information with sensitive or protected data, so that no confidentiality incidents are possible when investigating the logs.

Periodic maintenance operations of automatic systems

Routine periodic system maintenance operations will be delivered automated. Operations such as search and deletion of temporary elements, content reindexing, performance optimisation, data optimisation, etc. All these routine operations will be conducted periodically in an unattended manner and at night, outside working hours, to avoid impact on availability and response times.

Other system operations that have an impact or risk on the availability or integrity of the production service will not be automatic because they are not at all routine. These operations shall be well documented so that the IFEMA MADRID Systems team can plan them and carry them out, if necessary, at the most appropriate time. Operations such as software updates, for example.

Systems operations manual

The usual systems operations manual for the product will be delivered with the solution.



Emphasis will be placed on the development of precise procedures for those systems operations that are industrialisable and frequent, so that they can be carried out by non-specialised first level systems or user service teams.

Determine the status of the service or product, in particular its state of availability.

Adding and removing new users in the product. Changes of department or existing user functions, etc.

Unblocking user IDs. Solution for forgotten passwords.

Any other operations specific to the product, service or solution that are frequent, shall be precisely documented for less specialised personnel to carry out.

Second-level system operations shall also be documented. These include, for example:

Consistent shutdown procedures and start-ups integrated with operating system shutdown and start-up

Incident investigation: opening of cases in official support, prioritisation of incidents, incident escalation, obtaining and sending log data to official support.

Periodic non-routine maintenance operations, such as the application of upgrades

Adjustments in the configuration of services, optimisation of resources, parameterisation, etc.

Maintenance of the interfaces of the solution's products with each other as well as interfaces with other products. For example, document the location of elements that may change with the evolution of infrastructures such as login data or IP connection and port of a database driver or interface to an RFC service, changes in the URL of a web service, changes in security elements, changes in authentication elements with other products (basic, integrated, single-sign-on, digital certificate, etc.)

Support conditions

The solutions offered will have specific systems support. For solutions which are critical for the business of IFEMA MADRID, they will be 24/7/365 in Spanish and with response time of less than one hour in the event of serious incidents (24 hours a day, 7 days a week, 365 days a year). Otherwise, at the convenience of IFEMA MADRID, different support conditions may be agreed. For example: for non-critical solutions, the support could be 14/7/365, within the working hours of IFEMA MADRID, with a response time of less than one hour in the event of serious incidents.

User authentication and authorisations

The solution shall include the design and implementation of authorisations for the users of the products or services. It shall take into account the obligations and attributions of the different users who will use it: each type of user shall be allowed to perform only what is



necessary on the data they have access to and shall be prevented from performing unnecessary activities and accessing data for which they are not authorised.

Of the authentication and authorisation mechanisms available, the one that is integrated with IFEMA MADRID's Microsoft Active Directory (AD) will be chosen. If there is no integration with AD, the most secure mechanism available will be chosen, in accordance with the requirements and indications of IFEMA MADRID.

Basic authentication systems based on passwords must have measures in place to prevent them from being guessed or disclosed to unauthorised persons. For example, policies that require them to be chosen with appropriate complexity of length, letters, numbers and symbols. Passwords that force periodic renewal, with automatic validity and expiry periods. Passwords that are neither in dictionaries nor in lists of frequently used passwords. These systems shall have protection against brute force attacks by blocking repeated unsuccessful access attempts.

In Cloud solutions, authentication credentials must travel over secure encrypted https / TLS channels. All password strength measures described above, as well as additional security measures in the products offered, are essential.

In no case shall default passwords be left for the predefined user IDs of the products of the solution.

Access to sensitive data belonging to IFEMA MADRID requires more secure authentication methods, for example, two factor authentication. Without prejudice to the additional measures for the general processing of sensitive data, which are described in their own section below.

Data confidentiality

The data of the offered solution shall not be available to unauthorised persons. At all times the data will be protected by the security measures of the offered solution.

In the case of solutions with confidential or sensitive data or Cloud processing, the solution shall have technical measures in place to ensure that confidential or sensitive data cannot be accessed even by the system administrators of the solution or by the administrators of the hosting service used.

Handover of service

For service-based solutions, in the event of termination of the service, it is necessary to execute the phase to hand over the service to IFEMA MADRID. The supplier must return everything necessary to IFEMA MADRID to be able to continue with the service in another Cloud or 'On Premise' provider, in the format and form that IFEMA MADRID decides. Standard data exchange formats shall be used for the types of elements concerned. For example, all data, service documentation, procedures, security measures, integration with other products or services, etc., shall be included.

During the service handover phase, the provider will work fully with the new service provider to ensure a full, rapid and secure transition of all elements of the service. The



handover phase is one of the phases included in the solution itself.

Integrations with other products or services

Integrations of the solution with other products or services shall be done in a fully secure manner, as befits the design of the solution, in order to achieve an invulnerable integration. For example, communications between different products will be authenticated, signed and encrypted at both ends.

Integrations will be resilient to unavailability at either endpoint and will be automatically recovered. For example, if one endpoint is temporarily unavailable for maintenance or contingency, as soon as it becomes available again, integration between the two endpoints should resume automatically, without human intervention, in a manner consistent with the processing and data of both endpoints.

Processing special data

Regarding data that is special due to their impact on privacy, public liberties and the fundamental rights of individuals, such as data on minors, vulnerable persons, genetic, biometric, health, ethnic origin, trade union membership, religious convictions, etc. or any other data that the regulations in force consider to be data of a special nature.

If the contractor must access data as described above or if the solution to be installed involves the processing of such data, then, in order to ensure a level of security appropriate to the risk, at least two of the following technical security measures must be compulsorily incorporated, without prejudice to more stringent and specific measures required elsewhere in this contract:

- a) pseudonymisation and encryption of personal data;
- b) the ability to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore availability and access to personal data quickly in the event of a physical or technical incident;
- d) a process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of processing.

B. Access to information

If the solution consists of access to IFEMA MADRID information or processing, such access will only be authorised for resources within the aims and scope of this contract. In addition, such access will be subject to conditions described below.

No other access outside the scope and objectives of this contract is permitted.

The successful bidder must implement the necessary security mechanisms to guarantee the security, confidentiality and availability of the solutions: data, processing, systems, products, services, etc.



The successful bidder will respect the legal provisions and regulations in force, including IFEMA MADRID's information security regulations and its Security Policy.

IFEMA MADRID will provide the successful bidder with the internal regulations document, belonging to the IFEMA MADRID Security Policy, called 'Rules for external personnel with access to the systems', which will be compulsory for all users who require any type of access to IFEMA MADRID's systems, processing or data, both remotely and in person.

- Only those employees of the successful bidder duly authorised by reason of the service may access IFEMA MADRID's computer processing or systems and only from those duly authorised posts (terminals) and locations, and only to the resources, processing and information authorised by IFEMA MADRID.
- The successful bidder will inform of any change in its personnel with access authorisation to IFEMA MADRID's computer systems or processing with sufficient time for the revocation/authorisation of their access. The successful bidder shall audit and control who accesses, at what time and for what purpose IFEMA MADRID's systems and data, and IFEMA

MADRID must know at any given time who the specific persons accessing are. Unjustified access and access by unknown persons is not permitted.

- IFEMA MADRID may monitor any access to its information systems and processing. It shall be assumed that the acts carried out with the assigned ID and password have actually been done by the user who is the holder of the ID and password. The assigned user ID shall always be used correctly and the personal password shall be effectively safeguarded. Authorisations for access to IFEMA MADRID processing are personal and non-transferable, therefore, the contractor's staff may not pass on their accounts or access codes to other people.
- The successful bidder shall provide all the technical means and adopt all the necessary security measures to guarantee that only those persons authorised to provide the solution covered by this contract may access IFEMA MADRID's processing, resources and systems, and that other resources and solutions that the successful bidder may provide to third parties may not be interfered with.
- The use by the contractor's employees of IFEMA MADRID's processing or computer systems will be restricted to service hours. Upon finishing, all users must exit the applications and disconnect from the IFEMA MADRID network. Any extension of the service hours may only be authorised by IFEMA MADRID after sending a written request to its person in charge.
- Whenever the successful bidder has a relationship to personal data processing, in its capacity as data processor, for the provision of the service covered by the contract, it is aware and accepts that all its staff providing services to IFEMA MADRID will be informed of the terms and conditions established in relation to the aforesaid data processing, as well as the current mandatory personal data protection legislation. In this regard, all personnel providing services to IFEMA MADRID must sign the corresponding Confidentiality Agreement and receive the IFEMA MADRID System Use Regulations.
- No attempt shall be made to decipher the encryption keys, systems or algorithms



or any other security element involved in logical access to IFEMA MADRID's computer systems. Access to IFEMA MADRID resources not expressly authorised by IFEMA MADRID is not permitted. Only authorised resources, data, services and applications shall be accessed.

- The use of IFEMA MADRID's computer resources shall be in accordance with the stipulations of these conditions and solely for the purposes of IFEMA MADRID's aims and objectives.
- No data from IFEMA MADRID may be printed on paper, recorded or copies obtained on any storage device, including the hard disks of the equipment used, unless this is necessary for the intended and authorised uses for the provision of the service.
- Any incident or breach of security must be notified to IFEMA MADRID.
- No user shall possess any material or information owned by IFEMA MADRID, either now or in the future, for any use other than that for which he/she is responsible or the object of the contract.
- All available computer resources are the property of IFEMA MADRID and must not be accessed or viewed by unauthorised persons on the screens of the equipment used. The user must also keep the documents or lists printed with data from the IFEMA MADRID corporate network.
- In the event that, for reasons directly related to the service to be provided, the user comes into possession of personal data or confidential information on any type of medium, it shall be understood that such possession is strictly temporary, with an obligation of secrecy and without this granting any right of possession, ownership or copy of the aforesaid information. Likewise, the user must return said materials to IFEMA MADRID immediately after the end of the tasks that have given rise to their temporary use, and in any case, upon termination of the employment or contractual relationship. The continued use of the information on any format or medium in a manner other than that agreed and without IFEMA MADRID's knowledge shall not, under any circumstances, imply a modification of this clause.
- The personal data processing to which the successful bidder may have access is the responsibility of IFEMA MADRID, which declares that it has complied with all legal obligations with respect to automated and non-automated processing containing personal data, all in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR), Organic Law 3/2018 of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD), as well as any subsequent national regulations that may implement this subject.
- The successful bidder undertakes not to disclose or disseminate to third parties the data to which it may have access in relation to and/or as a consequence of the performance and/or development of the aforementioned service, which will at all times be private and confidential, undertaking to use them only in accordance with the conditions agreed in this contract, any communication of the same to other persons being expressly prohibited.
- Users of IFEMA MADRID's information systems must keep, for an indefinite period of time, the maximum reserve and not disclose or use directly or through third parties or



companies, the data, documents, methodologies, keys, analyses, programs and other information to which they have access during their work or contractual relationship with IFEMA MADRID, both in material and electronic format. This obligation shall continue after the termination of the contract or employment relationship or the provision of the service.

- On expiry of the contract or at the end of each commissioned service, the successful bidder shall completely erase IFEMA MADRID's data from its computer systems without the need for prior notice.
- The successful bidder is aware and accepts that any other use of the aforementioned data, or its transfer to third parties, whether or not they are subsidiaries or companies in which it has holdings, for any purpose other than the aforementioned, constitutes a breach of this confidentiality agreement and of current personal data protection regulations, and IFEMA MADRID declines any responsibility in this regard.
- IFEMA MADRID reserves the right to carry out, at any time, the controls it deems appropriate to verify compliance with the provisions of this agreement.
- In the event of non-compliance with these conditions, the successful bidder expressly accepts and assumes full responsibility before the Administration and/or third parties, being liable for any violations committed in relation to the provisions contained in the personal data protection regulations in force at any given time, as well as for any penalties and/or compensation owed to third parties, including IFEMA MADRID, as a result of such non-compliance.

C. Security of communications and network resources

If the solution consists of an interconnection with IFEMA MADRID, such interconnection shall not pose any risk to IFEMA MADRID, shall have the necessary measures to resolve security threats and shall have the adequate availability required by the solution.

- The successful bidder must have the necessary connectivity infrastructure to provide the necessary communications for the provision of the service. It will have the additional physical and logical elements necessary to guarantee secure communications both with computers and with the applications, utilities and services involved in IFEMA MADRID's activities; it also undertakes to comply with the communication standards on which IFEMA MADRID's network architecture is based, for example, adapting to the configuration of security elements such as firewalls, proxies, etc. of IFEMA MADRID.
- The communication method must be agile and secure, using the various possibilities appropriate to each case. For example, among others, LAN to LAN VPNs, dedicated line, etc. The most advantageous offers for IFEMA MADRID will be studied by the successful bidder.
- Where the scope of the contract includes the establishment of connectivity for the provision of the service, the preparation of connectivity shall follow the



execution of the contract. The successful bidder shall define the parameters for the connection and shall carry out all the necessary tasks to ensure that the connectivity is fully operational and tested in order to be able to start providing the service. During the provision of the service, the successful bidder must also provide the necessary technical support for the correct functioning of communications between the units from which the equipment performs the services for the entire duration of the service. To this end, please contact IFEMA MADRID's Information Technology Department.

- Where communications-related service level agreements (SLAs) are established in the contract, the successful bidder is responsible for compliance with them.
- The installation and maintenance of the communications service will be the responsibility of the successful bidder, therefore, it will be responsible for the installation, maintenance and costs of the communications infrastructure and components, and it must implement and manage all the necessary equipment to ensure the proper functioning of these communications.
- The successful bidder will provide a voice communication infrastructure when applicable, preferably through the interconnection of its services with those of IFEMA MADRID or alternative proposals that guarantee communications between the provider's facilities and those of IFEMA MADRID, for the optimal development of the service.
- The successful bidder must isolate the connections for the solution, so that they can only be accessed from the equipment from which service is provided to IFEMA MADRID.
- Voice and data communication lines should be scalable and therefore allow for a quick and easy increase in bandwidth as needed.
- When tasks are required to be performed from the successful bidder's premises due to the nature of the service, the successful bidder shall provide its own, self-managed internet connection for its operators, with sufficient bandwidth to guarantee the level of service, including high availability backup lines.
- When the successful bidder connects to IFEMA MADRID through its corporate network, it will provide a network map with the highest level of detail to validate that the connection meets the security requirements required by IFEMA MADRID.
- These technical requirements may be modified by IFEMA MADRID due to business or technical needs and no changes may be made by the successful bidder without the consent of IFEMA MADRID.

D. Workstation security

In the event that the solution requires the successful bidder to use its own workstations or whenever non-IFEMA MADRID workstations are used, these workstations must not pose any risk to IFEMA MADRID, must have the necessary measures to resolve security threats and follow all the procedures for the safe use of workstations, such as those described below.



- When the object of the service requires the successful bidder to provide it from its own technological platform, the successful bidder undertakes to provide a technological platform that supports the systems and tools used, both its own and those of IFEMA MADRID, and guarantees the operation of the service and compliance with the agreements in this area with IFEMA MADRID. The successful bidder must support the possible installation of client-server applications, which could be used depending on how IFEMA MADRID decides to implement operator access.
- At all times, the successful bidder must follow the instructions requested by IFEMA MADRID regarding the updating of the technical conditions of the workstations.
- The workstations and devices provided by the successful bidder for the provision of the service must comply with all security requirements to ensure that the IFEMA MADRID resources accessed are not damaged. These requirements include maintaining an up-to-date antivirus engine and signature file and an operating system security patch level updated to the latest version that does not allow exploitation of bugs, system vulnerabilities and infection by viruses or malware. In addition, it must have an active and properly configured firewall protecting the workstations.
- The successful bidder must guarantee that the configuration of the equipment destined for IFEMA MADRID's service cannot be manipulated by unauthorised personnel within its facilities.
- When users leave their workstation, either temporarily or at the end of their workday, they must leave it in a state that prevents the processing or viewing of protected data.
- Each computer shall have a password-protected screen saver which shall be activated after ten minutes of inactivity and cannot be deactivated.
- In the case of printers, the user shall ensure that no printed documents containing protected data are left in the output tray. On printers shared with other users who are not authorised to access the data in the files, the persons in charge of each workstation shall remove the documents as they are printed.
- When the requirements of the contract so require, the successful bidder will be obliged to provide the solution with the computer equipment necessary so that they run optimally for their function, including the equipment (PCs, printers, peripherals, etc.), the corresponding software programs, as well as the communication services required for internet connection, email, and any others that may be of interest to the service, with the successful bidder assuming the costs that these may cause. It shall also be responsible for their maintenance and backup.
- If the purpose of the solution thus requires, IFEMA MADRID may provide the successful bidder with secure access devices, these being personal and non-transferable devices that must be kept safe, and the successful bidder will be held responsible for their loss or improper use by third parties. On completion of the service, the successful bidder shall return these devices.
- If the object of the solution thus requires, IFEMA MADRID may provide secure access software to the computer systems, this software being for personal and non-transferable use, and must be removed at the end of the service.



APPENDIX XIV

(To be provided upon request to the bidder who has submitted the best offer according to Clause 19 of the Particular Administrative Specifications)

COMPLIANCE WITH LABOUR OBLIGATIONS

Mr/Ms

.....
with Spanish ID(DNI) or substitute document no. , acting on his/her own behalf (or on behalf of the company), before IFEMA MADRID and in relation to the dossier for the contracting of

ACCREDITS THAT:

It complies with its labour obligations regarding the employees belonging to the company's workforce:

1. That at the time of submitting the bid it is up-to-date with all its labour obligations, including specifically, but not limited to, formal and material obligations regarding the prevention of occupational hazards and health and safety of workers and the payment of wages, in accordance with current legislation, including the applicable collective bargaining agreement, as well as any other company pact or agreement.
2. That all the salary concepts paid to its workers for the work carried out for conducting its activity are in accordance with the law, correspond to the nature of the work effectively executed, are duly reflected in the salary receipts and are taxed with the corresponding taxes and Social Security deductions, if applicable, and that the above is reflected in the tax declarations and contribution documents.
3. That the company requires and verifies compliance with these labour obligations with respect to the companies, self-employed workers or professionals subcontracted, where applicable, by the company.

In, 20.....

Signed:.....
(Signature and company stamp)



APPENDIX XV

(To be provided upon request to the bidder who has submitted the best offer according to Clause 19 of the Particular Administrative Specifications)

EXPRESS CONSENT GRANTED TO IFEMA MADRID FOR THE REQUEST OF INFORMATION

Mr/Ms

.....
with Spanish ID(DNI) or substitute document no. , acting on his/her own
behalf (or on behalf of the company), against IFEMA MADRID
and in relation to the dossier for the contracting of
.....

EXPRESSLY CONSENTS AND AUTHORISES:

That IFEMA MADRID may request information on the fulfilment of the obligations of the company I represent within the framework of the awarded contract from the Social Security, Tax Agency or other administrative or judicial bodies or authorities.

In, on 20....

Signed:
(Signature and company stamp)



APPENDIX XVI

(To be provided upon request to the bidder who has submitted the best offer according to Clause 19 of the Particular Administrative Specifications)

DETAILS OF THE CONTRACTOR'S REPRESENTATIVE

I. DETAILS FOR THE EXECUTION OF THE CONTRACT IN THE EVENT OF BEING AWARDED THE CONTRACT

The details of the natural person with sufficient power of representation to sign the contract if awarded the contract must be stated:

NAME AND SURNAME OF THE REPRESENTATIVE SIGNING THE CONTRACT:	
IDnumber(DNI):	
MOBILE PHONE NUMBER OF THE REPRESENTATIVE SIGNING THE CONTRACT:	
EMAIL ADDRESS OF THE REPRESENTATIVE SIGNING THE CONTRACT:	
POSITION HELD IN THE COMPANY BY THE REPRESENTATIVE SIGNING THE CONTRACT:	

In, on 20.....

Signed:
(Signature and company stamp)

In compliance with current data protection regulations, we hereby inform you of the following regarding the processing of your personal data: Data controller: IFEMA Madrid (Q/2873018B). Purpose: to manage the tender dossier in which it participates. Legitimate interest: consent of the data subject and pre-contract relationship. Recipients: IFEMA MADRID will not communicate the personal data processed to any third party, unless legally required to do so. Retention: your data will be kept until the tender dossier is resolved and will subsequently be erased. Rights: access, rectify, erase, restrict or oppose the processing or request portability by writing to Avda. del Partenón, 5 (28042), Madrid, or by email to protecciondedatos@ifemamadrid.es, indicating in the subject line: 'Exercise of Tender Supplier Rights', name and ID number. You can seek the protection of the Spanish Data Protection Agency (AEPD) at its website www.aepd.es and consult our privacy policy at www.ifemamadrid.es.



APPENDIX XVII

CONTRACT EXECUTION DOCUMENT FORM

In Madrid, on

BY AND BETWEEN

For one part, **Mr/Ms**with National Identity Card (DNI) number

And, for the other part, **Mr/Ms**, of legal age, with National Identity Card (DNI) number:
.....

APPEARING

Mr/Ms, as of the Institución Ferial de Madrid, hereinafter **IFEMA MADRID**,
with CIF no. Q-28/73018-B, with registered office at Avenida del Partenón, 5 (28042) Madrid;

Mr/Ms, on behalf of, hereinafter referred to as the '**Successful Bidder**',
with tax identification number (NIF), and registered office in (.....)
of

STATE

1. That in the procedure followed by IFEMA MADRID for the award of the service contract called '*..... - Dossier.....*', requested bids in accordance with the Particular Administrative Specifications of the aforesaid file, which forms an integral part of this contract and which has been unconditionally accepted by the Successful Bidder by means of submitting its offer.
2. That IFEMA MADRID, as a result of the aforesaid procedure, has awarded the contract to the bid submitted by the Successful Bidder, who has stated that it meets all the requirements for contracting with IFEMA MADRID.
3. That by virtue of the provisions of Clause 24 of the aforesaid Particular Administrative Specifications, the parties proceed to execute this contract, of which the successful bid and the aforesaid specifications will form part, with the same contractual nature, together with the rest of the documentation indicated therein.

Therefore, both parties acknowledge their legal capacity to enter into this contract, in accordance with the following:



CLAUSES

1. OBJECT OF THE CONTRACT

The object of this contract is for the Successful Bidder to perform the services of in accordance with the provisions of the Technical Specifications, the bid submitted by the Successful Bidder and the Particular Administrative Specifications of the reference dossier with the rest of the documentation indicated therein and in its appendices, which form an integral part of this contract.

2. CONTRACT PRICE

In consideration for the services provided, IFEMA MADRID will pay the Successful Bidder the following price indicated in its offer:

Unit prices: In accordance with the closed unit prices included in the bid submitted by the Successful Bidder and the provisions of the Particular Administrative Specifications for the determination of the contract price, the total amount is determined as (€.....), plus the corresponding VAT.

Flat-rate: In accordance with the bid submitted by the Successful Bidder and the provisions of the Particular Administrative Specifications for determining the price of the contract, the total fixed and closed price of the contract is determined as (€.....), plus the corresponding VAT.

Other method: In accordance with the bid submitted by the Successful Bidder and the provisions of the Particular Administrative Specifications for the determination of the contract price

3. PERFORMANCE PERIOD

The Successful Bidder shall commence the work that are the object this contract on the day following the contract execution date for a period of

And as proof of agreement with the foregoing, the parties, in their respective capacities, sign this document in duplicate copies, the date of its execution being deemed to be the date indicated in the heading.

By IFEMA MADRID

By

Signed:
(Contracting Authority)

Signed:
(Legal Representative)



APPENDIX XVIII
APPLICABLE LEGISLATION

1. The successful bidder, its staff, contractors and subcontractors must be familiar with and comply with IFEMA MADRID's general and technical regulations for conference centres, congresses and events when performing their work or providing their services on IFEMA MADRID's premises. All regulations are available and updated in the regulations/support area of the institutional website. They must also be familiar with and comply with IFEMA MADRID's regulatory compliance rules and policies, also published on its institutional website.

2. Health and Safety Regulations - Coordination of Business Activities

One of the purposes of IFEMA MADRID's management is to guarantee the health and safety of everyone inside the conference centre grounds. This commitment to continuous improvement, set out in the Health and Safety Policy document, also covers all companies carrying out work at or for IFEMA MADRID on its premises or, occasionally, at events promoted by IFEMA MADRID at third-party facilities.

As the owner of the facilities, and according to current legislation, IFEMA MADRID is obliged to inform and give appropriate instructions to companies, freelancers and/or professionals who carry out activities there, in relation to existing risks and protection, prevention and emergency measures.

For their part, the companies, self-employed workers and/or professionals concerned are obliged to include this information in their health and safety planning and, prior to the start of activities, to pass it on to their workers and any subcontractors that may exist.

As a concurrent company, IFEMA MADRID's coordination procedure requires it to access, know, apply and transfer the Health and Safety Regulations, which can be found on the institutional website.

- **Instructions for action in case of emergency** (trade fair grounds and conference centre)
- **General risks of facilities and preventive measures in exhibition areas.**
- **Safety rules on the handling of the following work equipment:** Vehicles; Safety signalling; Machines and tools; Transfer of work equipment; Confined spaces; Platform lifts; Forklift trucks; Rolling scaffolding; Ladders; Low voltage electrical equipment.

Preventing accidents at work is a common purpose of the parties, so the need to put safety before optimum efficiency, speed or comfort in the execution of the tasks to be carried out when the manoeuvres, work methods or equipment to be used could compromise the safety of workers and/or installations is determined.

Any accident or work-related incident affecting the personnel of the company or of contractors and/or subcontractors, on the occasion of or in connection with the performance of the purpose of this contract, must be reported to the **coordinating management of the service** as soon as possible and **immediately in the case of serious accidents or accidents involving several workers**. The Control Centre is operational 24 hours a day.



24-HOUR EMERGENCY TELEPHONE NUMBER:

IFEMA MADRID trade fair grounds: 91 722 54 00

IFEMA MADRID conference centre: 91 721 04 74

Similarly, those events likely to cause damage to the facilities or their equipment (electrical installations, fire extinguishing equipment, computer equipment, vehicles, signalling, structures, etc.) must be reported.

In accordance with the above, IFEMA MADRID informs that the aforesaid documentation on the Coordination of Business Activities is an inseparable part of this contract and, by signing this contract, declares that it has accessed, knows, applies and transfers the aforementioned information.



APPENDIX XIX

Section 20.1 of Appendix I requires the bidder to indicate in the bid the part of the contract it intends to subcontract, to be completed by the bidder (Form 1) and subcontractor(s) (Form 2) and the bidder must include the documents in Envelope or Electronic File No. 1.

This appendix shall be completed by the contractor (Form 1) and subcontractor(s) (Form 2), if subcontracts are intended to be entered into, provided that subcontracting is permitted, as identified in Appendix I, Section 20.1.

FORM 1: SUBCONTRACTING OF SERVICES RELATED TO THE OBJECT OF THE CONTRACT

With IFEMA MADRID and within the bidding procedure for the contract....., Mr , with ID number(DNI), of legal age, in his/her own name (or on behalf of the company, with tax identification number (CIF), and registered address in, street, no.),

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

1. That the company I represent intends to subcontract the following services:
 - Task to be subcontracted (*):
 - Percentage of the service to be subcontracted out of the total contract (**):
 - Identity of the subcontractor:
 - Contact details of the subcontractor:
 - Legal representative(s) of the subcontractor:
 - Company profile (***) :

2. That the company I represent has sufficiently informed the company it intends to subcontract of the conditions governing the tender and award of the contract in question and provides the corresponding statement of compliance on compliance with the requirements demanded.

3. That the company I represent undertakes to comply with the obligations established in the applicable regulations on subcontracting, in accordance with the Particular Administrative Specifications that govern the tender and award of the contract in question.

In, on 20....

Signed:
(Signature and company stamp)

(*)(**) Must take into account the conditions established in Section 20.1 of Appendix I of the Particular Administrative Specifications
(***) Defined by reference to the conditions of professional or technical solvency.



SUBCONTRACTOR STATEMENT OF COMPLIANCE FORM

Mr/Ms., with ID (DNI) number of legal age, in his/her own name (or on behalf of the company with tax identification number (CIF) and registered office at street), having been informed by the company of the conditions governing the procedure carried out by IFEMA MADRID for the tender and award of the contract named and of its intention to subcontract the company I represent for the performance of part of the services covered by the aforesaid contract, in the event that the company is awarded the contract, at the request of the latter:

DECLARES UNDER HIS/HER OWN RESPONSIBILITY:

- 1. That the company I represent has been informed of, and is sufficiently aware of the conditions governing the procedure processed by IFEMA MADRID for the tender and award of the contract named , and that it intends to take on the performance of part of the work covered by the aforesaid contract in the event of being subcontracted by the company
- 2. That the company I represent meets the requirements of full capacity to work and experience in accordance with the specifications governing the award of the contract in question, to carry out the work by reference to the technical and human resources it has available and its experience.
- 3. That the company I legally represent is not subject to any of the prohibitions to contract contained in Article 71 of Law 9/2017 of 8 November, on Public Sector Contracts. According to the terms of Article 73 of the LCSP, neither by itself nor by extension, as a consequence of the application of Article 71.3 of the LCSP.
- 4. That I authorise the company to submit this statement to IFEMA MADRID in the framework of the aforesaid tendering procedure and award of the contract named

In, on 20....

Signed:
(Signature and company stamp)

TECHNICAL SPECIFICATIONS DOCUMENT/ REQUEST FOR PROPOSALS

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

DOSSIER. - 23/062

SOL. ORDER: 2000022225, 2000022226, 2000022228, 2000022230, 2000022231

PURCHASING AND PROCUREMENT COMMITTEE

Madrid, March 2023

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

TECHNICAL SPECIFICATIONS DOCUMENT

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MADRIDTURISMO BY IFEMA MADRID PROJECT OVERVIEW

The following briefing gathers the information needed to perform the technical exercises requested in this Tender document.

The highest valued features of Madrid as a destination are hospitality, gastronomy, infrastructure and the cultural agenda. Madrid offers a wide range of high-end tourist attractions (hotels, cuisine, shopping). It also has an outstanding positioning with its culture and leisure agenda and as a MICE destination. Madrid offers excellent value for money in premium tourism services compared to competing destinations.

Other important value proposition aspects are authenticity, friendliness, safety, favorable climate and infrastructure.

Madrid was awarded the 4th most competitive urban destination in the world in the category of tourism competitiveness. It excels in the areas of sustainability, tourism infrastructure & attractiveness and tourism policy. Madrid has also been recognized a World's Leading Meetings & Conference Destination by the World Travel Awards.

The aim is to position Madrid as a world-class destination - the best cultural destination in the world. At the same time, its value proposition will focus on its unique lifestyle, which makes it different from its competitors. The goal is to communicate that Madrid has the best lifestyle in the world, highlighting its extensive cultural and leisure calendar, tangible and intangible heritage, recognized UNESCO World Heritage sites, an abundant gastronomic offer, exclusive shopping centers, a wide range of golf courses at 15-20 minutes from the city center and high-quality MICE venues.

Budget breakdown in Annex 1.

Campaign period:

April 2023 – March 2024

Objectives:

B2B and B2C brand positioning around Madrid's lifestyle: culture, leisure and gastronomy. Presenting this offer to specialized travel agents: luxury, gastronomy, art, culture and, shopping.

Target:

- B2B: Travel agents, travel planners y TT00 specialized in luxury, gastronomy, culture, as well as airlines with direct connections direct to Madrid or those that could establish new connections.
- B2C: High-net-worth individuals residing in the mentioned areas of the United States, Canada, Mexico, Colombia, Brazil and Argentina.

Scope:

Described below.

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

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Languages:

In the case of US and Canada, the digital campaign will be in English, and in French and Spanish if necessary to effectively reach part of the Canadian and Hispanic target market, respectively.

It will be in Spanish in Mexico, Colombia, and Argentina, and in Portuguese in Brazil.

BACKGROUND. -

MADRID TURISMO by IFEMA MADRID is a public-private venture created by the Regional Government of Madrid, Madrid City Council and IFEMA Madrid to improve Madrid's positioning within the main long-haul inbound markets. It is managed by the Experts in Tourism Panel whose members are the main tourism associations in Madrid. Its main goal is to promote Madrid internationally through an efficient collaboration between the public and private tourism entities in Madrid. IFEMA MADRID (<https://www.ifema.es>) has been appointed the facilitator of this project.

The goal is to improve Madrid's -both region and city- positioning within the long-haul inbound markets mentioned below. It aims to strengthen awareness, tourism expenditure, length of stay and the number of high-net-worth tourists from these markets.

The aim of this tender is to develop a B2B and B2C campaign including creativity and content development, based on Madrid's lifestyle as well as presenting Madrid to travel agents specialized in luxury, art and culture, gastronomy and wineries, and shopping.

For this purpose, IFEMA MADRID will hire the following services:

- B2B & B2C Digital Campaign in the United States (US) and Canada.
- B2B & B2C action plan to raise brand awareness and foster commercialization in Latin America.
- Roadshows in the United States and Canada

Priority areas in North America:

- Eastern Canada
- US East Coast
- US West Cost (LAX)
- Texas (DFW)

Priority areas in Latin America:

- Mexico
- Colombia
- Brazil
- Argentina

The implementation schedule will last 12 months, from May 2023 to April 2024.

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

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PURPOSE OF THE REQUESTED SERVICES. -

LOT N° 1: B2C Digital Campaign in the United States and Canada (including creativity and content development).

Service description:

Objective: B2C brand positioning based on Madrid's lifestyle: art and culture, leisure, gastronomy and wineries.

1. Defining the strategic digital plan including: a draft of the campaign stages, an analysis of the desired target audience for each phase, setting measurable targets, defining the appropriate channels to reach the campaign objectives, a breakdown of the budget per activity and outlining the campaign approach with timings.
2. Creative output: Outlining a creative strategy aligned with the digital plan. Idea and development of all campaign materials - audiovisual, graphic, content and copy. The proposal should include an initial proposal for the creative idea. At this stage, MADRID TURISMO will evaluate the creative potential of the team. It is not a request for the final artwork that will be developed once the service is hired. This will be later approved and/or modified by MADRID TURISMO jointly with the bidder to define the final campaign.

The bidder will supply all masters, editable and final artworks to MADRID TURISMO who will have full ownership of them. All produced materials should be aligned with the campaign objectives and must be adapted to the format and technical requirements of each platform where they will be displayed (social media, Google Ads and such).

3. Channel distribution. The strategy must define the channels that will be used, such as:
 - 3.1 Display & Display Retargeting: Always-on campaigns aiming to position Madrid as a destination and ultimately book a trip. Targeting high-net-worth individuals searching for destinations in Europe as well as frequent travelers (business class, +5star hotels, +5 length of stay).
 - 3.2 Native Display and Google ads (paid search and discovery ads). Strong focus on SEM, key word bidding supporting travel to Europe and related messaging that incentivizes consumers to book a trip. To be able to understand how this will look, a visual outline of the campaign must be submitted. As a reference, the proposal must include an example of how the campaign would look once implemented. Other technical requirements:
 - 3.3 Native display across strategic sites aligned with the target audience.
 - 3.4 As consumers engage with the content, serve retargeting messages to motivate the consumer to continue learning about Madrid and ultimately book a trip.

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

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- 3.5 Google Campaign including retargeting: develop creatives and monitor bidding to bring users to the microsite. Redirect once visited.
 - 3.6 Also redirect those users visiting competitor destination sites.
 - 3.7 Video: Connected TV & YouTube: Video campaign pre-roll targeted on platforms such as Amazon Prime Video, Netflix, Hulu, HBO and YouTube.
 - 3.8 Trade: Display and video campaign, as well as landing page with interesting information about the destination including things to do, flights, top attractions and such. Showcase Madrid via written content and inspiring imagery that highlight Madrid's lifestyle. This content will be accompanied by promoted display, search and take-over ads with clear CTAs to book a trip.
 - 3.9 The bidder might suggest other platforms – such as online audio – to consider according to the campaign objectives.
4. Microsite development in English: MADRID TURISMO requires the development of a microsite for the United States and Canada, that attractively highlights both the city life and the Region's wide offer as a whole destination for this specific audience.

This website will include graphic destination content focused on Madrid's key features such as art, gastronomy, culture and wineries. It will redirect users to the Madrid City Council and/or the Regional Government websites for further information about specific features to avoid overlapping content efforts.

To this effect we would like to clarify that the current content is hosted in two different websites:

- Regional Government of Madrid: www.turismodemadrid.com
- Madrid City Council: www.esmadrid.com

The new English microsite will be hosted within the City Council's current domain (www.es.madrid.com). However, its layout and look and feel will be different to the existing one, to efficiently appeal to the target markets audience.

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

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The microsite measurement and analysis will be done through Google Analytics under MADRID TURISMO's guidelines with its measurements and labelling requirements.

5. Social Media: Paid and organic content on platforms such as Facebook, Instagram, TikTok, Twitter and any other additional ones that may be agreed on if they are considered appropriate for the campaign and specific target markets. Targeted to high-net-worth individuals that are looking for travel information in Europe. The content will be mainly focused on video and photo and will also include key messaging.

Currently, both the Madrid City Council and the Regional Government of Madrid have their own social media channels, with the following layout:

Madrid City Council

- esmadrid.es
- @visitamadridoficial
- @Visita_Madrid
- @visita_madrid
- @esMADRIDtelevision
- @visit_madrid

Regional Government of Madrid

- turismomadrid.es
- @TurismoMadrid
- @Turismomadrid
- @turismocmadrid
- @turismomadrid
- -

The content created in English will be hosted in the existing social media platforms as per the image below:

- In the case of Facebook, Twitter, Instagram, Tik Tok and YouTube the content will be hosted on the City Council's platform.
- However, in the case of LinkedIn, instead of using the City Council or the Regional channels, the account to be used is the one belonging to IFEMA MADRID.

MADRID TURISMO by IFEMA MADRID

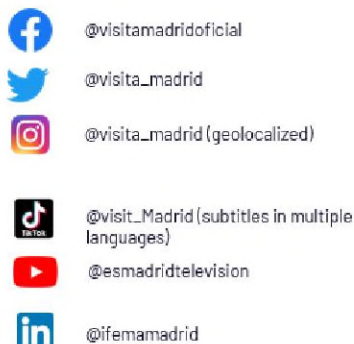
Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

TECHNICAL SPECIFICATIONS DOCUMENT

March 2023

Madrid Turismo

Digital Strategy for Social Media



Deliverables:

- Detailed Action Plan, including roadmap, calendar, budget breakdown and illustrative examples.
- Weekly and monthly reports including insights and optimization proposals during the campaign.
- Real time reports to monitor and track the campaign.
- Pre and post project reports for each activity within the scope of the campaign.
- Weekly coordination meetings with MADRID TURISMO and daily communication if needed.

For this lot, MADRID TURISMO requires a team with a full-time dedicated project manager with a minimum 5-year experience in digital campaigns. The project manager will have daily communication with the Madrid office responsible.

On another note, the bidder must also participate in regular meetings with any other successful bidders of the lots with the goal of defining potential synergies, unify communication strategies, capitalize contacts and identify areas of opportunity for the project as a whole. These meetings will be coordinated by MADRID TURISMO.

Results measurement and analysis will be done following IFEMA MADRID's guidelines. The labeling system will also be defined by IFEMA MADRID.

The successful bidder will report through Data Studio and dashboards that will allow website and campaign tracking.

Campaign analysis will include, at least, the following indicators:

- Video and connected TV: % video display 25%, 50%, 75% y 100%, engagement, comments, CPV.
- Display campaigns: Impressions, Clicks, CTR, CPM, viewability > 60%/70%, conversions, conversion rate (CR), CPA.

MADRID TURISMO by IFEMA MADRID

Digital B2B and B2C Campaign in the United States and Canada, B2B and B2C Action Plan to create awareness and promote commercialization in Latin America, and Roadshow coordination and execution in the United States and Canada

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- Social media: Impressions, clicks, CTR, CPM, video completion rate and (25%,50%75% y 100%) and engagement (likes, shares, comments).
- Search: Impressions, Clicks, CTR, CPC, conversions, conversion rate (CR), CPA, ROAS.
- OTA Inventory: Bookings and engagement.
- Microsite: Sessions, new users, bounce rate, average time on site, average page views per visit, Visitors' views per country, increased website traffic, click-through to CTA, conversions, outbound link clicks, contact link clicks, minutes spent and downloads and top landing pages.

Budget: 3.450.000 euros

LOT Nº2: B2B Digital Campaign in the United States and Canada (including creativity and content development).

Service description:

Objective: B2B brand positioning based on Madrid's lifestyle: art and culture, leisure, gastronomy and wineries.

Strengthen Madrid's positioning and raise awareness of its features as a leisure and business destination by effectively reaching the tourism distribution sector, transport industry, specialized media and other key trade stakeholders.

1. Defining the strategic digital plan including: a draft of the campaign stages, an analysis of the desired target audience for each phase, setting measurable targets, defining the appropriate channels to reach the campaign objectives, a breakdown of the budget per activity and outlining the campaign approach with timings.
2. Creative output: Outlining a creative strategy aligned with the digital plan. Idea and development of all campaign materials - audiovisual, graphic, content and copy. The proposal should include an initial proposal for the creative idea. At this stage, MADRID TURISMO will evaluate the creative potential of the team. It is not a request for the final artwork that will be developed once the service is hired. This will be later approved and/or modified by MADRID TURISMO jointly with the bidder to define the final campaign.

The bidder will supply all masters, editable and final artworks to MADRID TURISMO who will have full ownership of them. All produced materials should be aligned with the campaign objectives and must be adapted to the format and technical requirements of each platform where they will be displayed (social media, Google Ads and such).

3. MICE: campaigns targeting industry professionals, event planners, agencies, incentives, associations and convention and event planning companies.

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4. Specialized Media: trade media campaign in specialized outlets such as: Travel Weekly, Travel Pulse, and TRAVEL Agent Central.
5. Trade advertising and email marketing: targeting industry professionals that organize international events through specialized channels such as Virtuoso, FH&R, Abercrombie & Kent, Travel Leaders, Northstar Media and PCMA.
6. Social Media: Content marketing to showcase Madrid's value proposition in depth. The objective is to highlight Madrid's potential to successfully host meetings, conferences, and events. Segmented LinkedIn campaign to target professionals to raise awareness of Madrid as a business and incentives destination.
7. Display & Retargeting and SEM campaign: targeting professionals searching for international or European event venues. Highlighting creativities that represent culture, gastronomy, Madrid's pleasant weather, its infrastructure and connectivity as the perfect events and incentives destination.
8. Geofencing campaigns during travel agent events in the selected markets. Digital campaigns targeting industry professionals during their participation to trade fairs and other related events.

The content should include:

- Madrid's relevant tourism offer as the destination with the best lifestyle in the world.
- Madrid's competitive advantage as an incentive destination.
- Referencing [IFEMA MADRID](#) as the perfect venue to celebrate trade fairs, congresses, and events.

Deliverables:

- Detailed Action Plan, including roadmap, calendar, budget breakdown and illustrative examples.
- Weekly and monthly reports including insights and optimization proposals during the campaign.
- Real time reports to monitor and track the campaign.
- Pre and post project reports for each activity within the scope of the campaign.
- Weekly coordination meeting with MADRID TURISMO and daily communication is needed.

For this lot, MADRID TURISMO requires a team with a project manager with a minimum 5-year experience in B2B digital campaigns. The project manager will have daily communication with the Madrid office responsible and extensive dedication to the project. Thus, the minimum number of hours allocated to the project will be highly valued.

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On another note, the bidder must also participate in regular meetings with any other successful bidders of the lots with the goal of defining potential synergies, unify communication strategies, capitalize contacts and identify areas of opportunity for the project as a whole. These meetings will be coordinated by MADRID TURISMO.

Results measurement and analysis will be done following IFEMA MADRID's guidelines. The labeling system will also be defined by IFEMA MADRID.

The successful bidder will report through Data Studio and dashboards that will allow website and campaign tracking.

Campaign analysis will include, at least, the following indicators:

- Video and connected TV: % video display 25%, 50%, 75% y 100%, engagement, comments, CPV.
- Display campaigns: Impressions, Clicks, CTR, CPM, viewability > 60%/70%, conversions, conversion rate (CR), CPA.
- Social media: Impressions, clicks, CTR, CPM, video completion rate and (25%,50%75% y 100%) and engagement (likes, shares, comments).
- Search: Impressions, Clicks, CTR, CPC, conversions, conversion rate (CR), CPA, ROAS.
- OTA Inventory: Bookings and engagement.
- Microsite: Sessions, new users, bounce rate, average time on site, average page views per visit, Visitors' views per country, increased website traffic, click-through to CTA, conversions, outbound link clicks, contact link clicks, minutes spent and downloads and top landing pages.

Budget: 470.000 euros

LOT Nº 3: B2C Digital Campaign in Latin America - Mexico, Colombia and Argentina (including creativity and content development).

Service description:

Objective: B2C brand positioning based on Madrid's lifestyle - art and culture, leisure, gastronomy and wineries, and shopping.

1. Defining the strategic digital plan including: a draft of the campaign stages, an analysis of the desired target audience for each phase, setting measurable targets, defining the appropriate channels to reach the campaign objectives, a breakdown of the budget per activity and outlining the campaign approach with timings.
2. Creative output: Outlining a creative strategy aligned with the digital plan. Idea and development of all campaign materials - audiovisual, graphic, content and copy. The proposal should include an initial proposal for the creative idea. At this stage, MADRID TURISMO will evaluate the creative potential of the team. It is not a request for the final artwork that will be developed once the service is hired. This will be

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later approved and/or modified by MADRID TURISMO jointly with the bidder to define the final campaign.

The bidder will supply all masters, editable and final artworks to MADRID TURISMO who will have full ownership of them. All produced materials should be aligned with the campaign objectives and must be adapted to the format and technical requirements of each platform where they will be displayed (social media, Google Ads and such).

3. Channel distribution. The strategy must define the channels that will be used, such as:
 - 3.1 Display & Display Retargeting: Always-on campaigns aiming to position Madrid as a destination and ultimately book a trip. Targeting high-net-worth individuals searching for destinations in Europe as well as frequent travelers (business class, +5star hotels, +5 length of stay).
 - 3.2 Native Display and Google ads (paid search and discovery ads). Strong focus on SEM, key word bidding supporting travel to Europe and related messaging that incentivizes consumers to book a trip. As a reference, the proposal must include an example of how the campaign would look once implemented. Other technical requirements:
 - Native display across strategic sites aligned with the target audience.
 - As consumers engage with the content, serve retargeting messages to motivate the consumer to continue learning about Madrid and ultimately book a trip.
 - Google Campaign including retargeting: develop creatives and monitor bidding to bring users to the microsite. Redirect once visited.
 - Also redirect those users visiting competitor destination sites.
 - 3.3 Video: Connected TV & YouTube: Video campaign pre-roll targeted on platforms such as Amazon Prime Video, Netflix, Hulu, HBO and YouTube as well.
 - 3.4 Trade: Display and video campaign, as well as landing page with interesting information about the destination including things to do, flights, top attractions and such. Showcase Madrid via written content and inspiring imagery that highlight Madrid's lifestyle. This content will be accompanied by promoted display, search and take-over ads with clear CTAs to book a trip.
 - 3.5 The bidder might suggest other platforms – such as online audio – to consider according to the campaign objectives.
4. Microsite development in Spanish for Mexico, Colombia and Argentina, and in Portuguese for Brazil. MADRID TURISMO requires the development of a microsite for Latin America that attractively highlights both the city life and the Region's wide offer as a whole destination for this specific audience.

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This website will include graphic destination content focused on Madrid's key features such as art and culture, gastronomy, and shopping. It will redirect users to the Madrid City Council and/or the Regional Government websites for further information about specific features to avoid overlapping content efforts.

To this effect we would like to clarify that the current content is hosted in two different websites:

- Regional Government of Madrid: www.turismodemadrid.com
- Madrid City Council: www.esmadrid.com

The new microsite will be hosted within the City Council's current domain (www.es.madrid.com). However, its layout and look and feel will be different to the existing one, to efficiently appeal to the target markets audience.



The microsite measurement and analysis will be done through Google Analytics under MADRID TURISMO's guidelines with its measurements and labelling requirements.

5. Social Media: Paid and organic content on platforms such as Facebook, Instagram, TikTok, Twitter and any other additional platform that may be agreed on if they are considered appropriate for the campaign and specific target markets. Targeted to high-net-worth individuals that are looking for travel information in Europe. The content will be mainly focused on video and photo and will also include key messaging.
6. Currently, both the Madrid City Council and the Regional Government of Madrid have their own social media channels with the following layout:

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Madrid City Council

-  esmadrid.es
- : @visitamadridoficial
- : @Visita_Madrid
- : @visita_madrid
- : @esMADRIDtelevision
- : @visit_madrid

Regional Government of Madrid

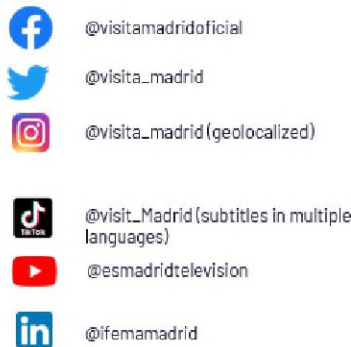
-  turismomadrid.es
- : @TurismoMadrid
- : @Turismomadrid
- : @turismocmadrid
- : @turismomadrid
- : -

The content created in English will be hosted in the existing social media platforms as per the image below:

- In the case of Facebook, Twitter, Instagram, Tik Tok and YouTube the content will be hosted on the City Council's platform.
- However, in the case of LinkedIn, instead of using the City Council or the Regional channels, the platform to be used is the one belonging to IFEMA MADRID.

Madrid Turismo

Digital Strategy for Social Media



Deliverables:

- Detailed Action Plan, including roadmap, calendar, budget breakdown and illustrative examples.
- Weekly and monthly reports including insights and optimization proposals during the campaign.
- Real time reports to monitor and track the campaign.
- Pre and post project reports for each activity within the scope of the campaign.
- Weekly coordination meeting with MADRID TURISMO and daily communication is needed.

For this lot, MADRID TURISMO requires a team with a full-time dedicated project manager with a minimum 5-year experience in digital campaigns. The project manager will have daily communication with the Madrid office responsible.

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On another note, the bidder must also participate in regular meetings with any other successful bidders of the lots with the goal of defining potential synergies, unify communication strategies, capitalize contacts and identify areas of opportunity for the project as a whole. These will be coordinated by MADRID TURISMO.

Results measurement and analysis will be done following IFEMA MADRID's guidelines. The labeling system will also be defined by IFEMA MADRID.

The successful bidder will report through Data Studio and dashboards that will allow website and campaign tracking.

Campaign analysis will include, at least, the following indicators:

- Video and connected TV: % video display 25%, 50%, 75% y 100%, engagement, comments, CPV.
- Display campaigns: Impressions, Clicks, CTR, CPM, viewability > 60%/70%, conversions, conversion rate (CR), CPA.
- Social media: Impressions, clicks, CTR, CPM, video completion rate and (25%,50%75% y 100%) and engagement (likes, shares, comments).
- Search: Impressions, Clicks, CTR, CPC, conversions, conversion rate (CR), CPA, ROAS.
- OTA Inventory: Bookings and engagement.
- Microsite: Sessions, new users, bounce rate, average time on site, average page views per visit, Visitors' views per country, increased website traffic, click-through to CTA, conversions, outbound link clicks, contact link clicks, minutes spent and downloads and top landing pages.

Budget: 2.200.000 euros

LOT Nº 4: Co-marketing campaigns with specialized travel agents in Brazil.

Service description:

Objective: Brand positioning based on Madrid's lifestyle: art and culture, leisure, gastronomy and shopping.

Identify, coordinate, close agreements and implement co-marketing activities with specialized travel agents – focused on long-haul luxury travelers. This B2C campaign aims to promote Madrid amongst these agent's potential clients through promotional activities in specialized media, newsletters and any other relevant activities.

The campaign requires:

- Identifying, coordinating and closing co-marketing agreements with specialized travel agents in Brazil, such as Virtuoso, FH&R and/or others.
- Overall production and implementation for all required campaigns, including creativity and messaging.

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- Establishing campaign objectives.
- Defining KPIs.
- Marketing Plan concept and development.

Deliverables:

- Detailed Action Plan, including roadmap, calendar, budget breakdown and illustrative examples.
- Monthly reports including insights and optimization proposals during the campaign.
- Campaign end report with a detailed breakdown for each activity within the scope of the campaign, achieved goals, the campaign scope and other relevant data to efficiently measure and analyze each campaign.

For this lot, MADRID TURISMO requires a team with project manager with a minimum 5-year experience in B2B campaigns (travel agents, TTOOs) and tourism marketing. The project manager will have weekly communication with the Madrid office responsible.

On another note, the bidder must also participate in regular meetings with any other successful bidders of the lots with the goal of defining potential synergies, unify communication strategies, capitalize contacts and identify areas of opportunity for the project as a whole. These meetings will be coordinated by MADRID TURISMO.

Results measurement and analysis will be done following IFEMA MADRID's guidelines. The labeling system will also be defined by IFEMA MADRID.

The successful bidder will report through Data Studio and dashboards that will allow website and campaign tracking.

Budget: 250.000 euros

LOT Nº 5: Roadshow coordination and execution in the United States and Canada.

Service description:

Objective: Brand positioning based on Madrid's lifestyle: art and culture, leisure, and gastronomy to key stakeholders - specialized travel agents and key contacts in the long-haul luxury industry, as well as KOLs (key opinion leaders), airlines and other potential partners of interest.

This lot does not require an entertainment-oriented format. It should be a technical gathering; however, it can include luncheon or dinner.

Requirements:

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- Held at least in the following cities: New York, Miami, Atlanta, Boston, Dallas, Los Angeles, Toronto.
- Identifying key stakeholders to target – each roadshow should gather 10 to 30 professionals per city.
- Defining and hiring appropriate venues for the meetings.
- Preparing a detailed roadmap, facilitating supporting resources, dossiers, PPT presentations, videos, and any other materials necessary for each meeting. MADRID TURISMO will supervise the preparation of the meetings and the appropriate materials, which should include the following content:
 - Madrid's relevant tourism offer- focused on its lifestyle as the best in the world.
 - Madrid's competitive advantage as an incentive destination.
 - Referencing [IFEMA](#) as the perfect venue to celebrate trade fairs, congresses and events.
- Organizing and managing the event attendance.
- Managing and coordinating the potential invitees.
- Post-presentation follow-up to verify Madrid's inclusion in the agent's catalogs, if any additional information is needed, to provide destination updates, and any other relevant news.

Deliverables:

- Campaign kickoff report including: a detailed Action Plan, including the roadmap, a summary of the meetings, a calendar and the budget breakdown.
- Campaign end report with the detail of each Roadshow's management, a list off all attendees, the details of all coordination arrangements, provided materials, achieved objectives, sales potential and any other relevant information that will allow the measurement and impact of the activity for an appropriate monitoring.

The budget must include all expenses related to networking activities, meetings, courtesies, invites, transport, accommodation and meals.

For this lot, MADRID TURISMO requires a team with project manager with a minimum 5-year experience in B2B relations (travel agents, TTOOs) and tourism marketing. The project manager will have weekly communication with the Madrid office responsible.

On another note, the bidder must also participate in regular meetings with any other successful bidders of the lots with the goal of defining potential synergies, unify communication strategies, capitalize contacts and identify areas of opportunity for the project as a whole. These meetings will be coordinated by MADRID TURISMO.

Results measurement and analysis will be done following IFEMA MADRID's guidelines. The labeling system will also be defined by IFEMA MADRID.

The successful bidder will report through Data Studio and dashboards that will allow website and campaign tracking.

Budget: 200.000 euros

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INFORMATION REQUIRED FOR EACH LOT:

- Set the frequency of planning and coordination meetings for all activities and campaigns with the appropriate geographical team leader.
- All successful bidders must appoint a Project Manager - the person with the highest position within the team - who will be the main contact with the Madrid office. In addition, the project manager will be responsible for monitoring the service and identifying areas of improvement for the project to run and operate correctly. The project manager will also be in charge of correcting or redesigning the action plan based on possible incidents during its implementation.
- Each campaign and activity must be authorized by MADRID TURISMO before its implementation, as well as any adjustments and/or modifications agreed with the bidder regarding the presented proposal.
- The format and timing of the reports will be defined with the successful bidders.
- Twice a year, the successful bidder must participate in an immersion trip to Madrid for destination trainings, as well as alignment and coordination sessions with the companies that have been awarded the rest of the lots. These trips will be coordinated by Madrid Turismo and financed by each successful bidder. The project manager must attend these trips and may be joined by any appropriate team members. All the successful bidders from the different regions where Madrid Turismo is implementing campaigns will be present during these meetings.
- Graphic and audiovisual content (videos, testimonials, interviews) created by the successful bidders must be shared with MADRID TURISMO whenever requested following the required format. File formats should be open to be able to edit and/or ready to publish.
- The successful bidders shall create all content and designs of the advertising materials as well as the final artwork with the support, supervision and prior approval of MADRID TURISMO.
- For each submitted lot, the bidder must present the technical proposal including a detailed breakdown of the budget per actions/plans.

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in and execution

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