

**“EAT SPAIN DRINK SPAIN
PROMOTIONS”**

**SWITZERLAND
2024**

**BRIEFING/
CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM AGENCIES**

JUNE 2024

**ICEX ESPAÑA EXPORTACIÓN E
INVERSIONES, E. P. E.
SPANISH ECONOMIC AND COMMERCIAL
OFFICE IN BERN (SWITZERLAND)**

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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented in Bern (Switzerland) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office Bern), invites qualified Agencies (hereinafter, the Agency), to submit a proposal to support the Office in the successful implementation of a wide array of promotional activities under EAT AND DRINK (hereinafter **ESDS**) PROMOTIONS for Foods & Wines from Spain (hereinafter, FWFS) in Switzerland.

ICEX is a public corporation that is part of the Ministry of Economy, Trade and Companies through the State Secretariat for Trade, established and governed by Royal Decree-Act 4/2011, dated 8 April, and with its headquarters in Madrid (Spain). ICEX's remit is to promote exports by Spanish Agencies and support their internationalization to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in Switzerland through the Economic and Commercial Office in Bern.

Foods & Wines from Spain (FWS) is ICEX's registered trademark for the international promotion of Spanish food, wines and gastronomy; therefore, all the activities organised in the context of this plan should preferably be implemented under this trademark.

Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
Case Number:	X011-02-2024
Scope of the contract:	To select a wine and food specialized communications and event marketing agency to deliver the efficient proposal, management, and success of implementation of the ESDS program involving the organization of promotions in specialized stores and restaurants, as well as workshops as defined in this tender.
Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by Monday 15th. July 2024. at 9:00 AM CET. Attachments should not exceed a total of 4MB in size; in the event that they are larger, a tried and tested file transfer service should be used.

1. ICEX

ICEX, the Spanish Agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Economy, Trade and Companies and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

ICEX SPAIN TRADE AND INVESTMENT, E.P.E. ("ICEX"), in collaboration with the Economic and Commercial Office of the Embassy of Spain in Bern ("Office Bern"), is organising this public tender to receive bids for the organisation of the Eat Spain Drink Spain (ESDS) promotions that will allow us to select a specialised Agency capable of achieving the objectives set by ICEX for this programme.

2. SCOPE OF THE CONTRACT

The scope of the contract is to select a wine and food specialized communications and event marketing agency to deliver the efficient proposal, management, and success in implementation of the Eat Spain Drink Spain (ESDS) promotion program involving the organization of promotions in specialized wines and gourmet stores as well as in restaurants, and to organise workshops as defined in this tender.

Eat Spain Drink Spain (ESDS) Promotions is an initiative originally conceived to promote Spanish wines and food products to consumers in restaurants and stores and have been carried out for several years in markets as different as the UK or Singapore to give some examples, so the activities of this program have been carried out always adapting to the markets.

2.1. ESDS Promotions Terms and project description for the development of proposals

The aim of the programme is to boost the image and sales of high-quality Spanish products in the Switzerland and to support their presence in the HORECA channel, wine shops and gourmet shops

- **Objectives**

- ✓ To involve the associated establishments to carry out promotions in autumn in the period from September 15th to the first half of October in which the venues, restaurants and wine and gourmet stores can propose and carry out POS activities that they consider most appropriate for their business (for example: special offers, tastings, discounts, merchandising, product packages, special menus, etc.) under the slogan of the campaign "Eat Spain Drink Spain", in order to raise awareness of the quality of the wines and gastronomic specialties of Spain and, consequently, increase customer loyalty for their Spanish products and improve with them the profit of their business.
- ✓ The campaign aims to raise consumer awareness of the quality of Spain's wines and gastronomic specialties, in order to improve the listing of Spanish products both in stores and on menus and wine lists in restaurants.

- ✓ To design a promotional campaign with 4 modules as defined below that will be successful due to its attractiveness for the Swiss Partners and will allow its permanence over time in the coming years, consolidating itself as the Spanish promotional weeks in Switzerland.
- **Dates of the execution of ESDS promotions and activities.** All promotional activities included in the ESDS in Switzerland 2024 Program must be carried out for 1 day, several days, one or several weeks according to the agreement with the Partners from
September 15th to October 15th, 2024
- **Recruitment of the on and off trade Swiss Partners.** Agencies will have to be able to secure Swiss Partners for "Promotions at point of Sale" in on and off trade through their contract database and throughout Switzerland and preferably in the large areas of the cities that have the highest media multiplier effect. - In order to achieve maximum media diffusion and at the same time increase the attractiveness of the action for potential partners, we recommend the collaboration with a "trade media partner". In order to optimize the participation of restaurants, it is also recommended to collaborate with a professional media that with its own means disseminates the conditions and means made available to carry out ESDS actions and disseminates the promotional weeks to increase reservations and sales of Spanish menus and wines among the restaurant customers.
- **Spanish collaborative companies.** Spanish companies or associations with products represented on the Swiss market can participate in the ESDS campaign. The call for the selection of these collaborative Spanish companies participating in the ESDS campaign will be the responsibility of ICEX.
- **Support materials for the EDS promotions.** In order to achieve a homogeneous image and corporate identity for the ESDS campaign and as part of the campaign budget, it is recommended to propose a package of communication tools for the campaign to be accessed and used by all partners in the execution of the actions. (For example, posters, leaflets inside a POS-Box, digital banners, social media templates, images, press releases etc). Digital materials provided by ICEX shall be used.
The provision of a communication package for the Partners will allow the coordination of the PR campaigns of the awarded agency with the media and the campaigns carried out by each of the partners:
 - ✓ Retailers wine and gourmet shops
 - ✓ Restaurants
- **Reporting – Periodic and final events REPORTS**
Following the Eat Spain Drink Spain events and promotions, the agency will be required to deliver a complete final report describing both the different tasks undertaken as well as the results and include complete contact info list for all attendees.

These reports will include a detailed description of promotion strategy, all promotion efforts, results, analysis of social media activity, medias and results from the participating companies.

The report of each of the point-of-sale promotions must include at least the address and contacts, dates of celebration of the promotions as well as photographs and screenshots of all the graphic material used in the POS as well as in the social media or local promotions.

The report must be written in English or Spanish.

2.2. EAT SPAIN DRINK SPAIN. Project description for proposals

EAT SPAIN DRINK SPAIN will be developed in 3 lines of promotional activities focused on distribution professionals, the HORECA channel, the press, and the consumer:

POINT OF SALE PROMOTIONS in wine shops and gourmet shops

PROMOTIONS in restaurants and bars

GUIDED TASTINGS for professionals

COMMUNICATION and PR. SOCIAL MEDIA and PRESS CAMPAIGN

POINT OF SALE PROMOTIONS in wine shops and gourmet shops

The awarded agency is requested to secure collaborations with specialised wine and gourmet product shops for the implementation of promotional activities both in their premises and in their online shops.

By sending promotional material, they will be encouraged to participate in the programme by organising their own point-of-sale promotion activities with tastings and samplings of Spanish products in different locations in Switzerland.

In order to ensure that the wines and/or food products of the Spanish collaborative companies participating in the campaign become part of the product catalogue of the Swiss Partners, prior to their promotions, the Swiss Partners will be offered a list of the campaign's registered products, with the possibility of sending samples of those products that are of interest to them. The number of in-store point-of-sale promotions is open to the proposal of the awarding agency, bearing in mind that the maximum unit prices foreseen for payment to the agency for achieving the actions may not exceed the following as shown in this table in Annex I.

ANNEX 1. MAX. PRICEX. POS. ESDS SWITZERLAND 2024			
POS - WINE AND GOURMET SHOPS / RESTAURAN	Maximum amount per POS (VAT excluded)	Number of POS /consulting hours	Total POS
New POINTS OF SALE rate for ESDS	CHF 687		0,00 CHF
Fee for renewal of POINTS OF SALEs or RFS already certified for ESDS	CHF 392		0,00 CHF
Maximum fee for consultancy hours	CHF 196		0,00 CHF
			0,00 CHF
WORKSHOPS / GUIDED TASTINGS (max. 30% of th	Price Per Workshop		Total WORKSHOPS/TASTINGS
1			
2			
			0,00 CHF
PR & COMMUNICATION: SOCIAL MEDIA & PRESS CAMPAIGN			Total MEDIA CAMPAIGN
			0,00 CHF
TOTAL ESDS Budget - SWITZERLAND - 2024 (maximal 86.874,81 CHF)			0,00 CHF

PROMOTIONS in bars and restaurants

In line with the point-of-sale promotions, support activities will be organized for the local HORECA sector, preferably in association with a horeca specialized media in Switzerland, encouraging establishments to participate in promotions of Spanish products by offering a special menu during the campaign period and to promote ESDS to the public in general and/or individually.

As in the case of point-of-sale promotions, these establishments will be offered a list of the products in the campaign from the Spanish collaborative companies participating in the campaign, with the possibility of sending samples of those products that are of interest to them.

There is a list of restaurants that have the Restaurants from Spain seal of approval and could participate in the promotions. In this case, the recruitment and management fee will be the one corresponding to a previous contact, not a new one, as shown in the previous table and in Annex I.

GUIDED TASTINGS for professionals

The organization of specialized tastings for the professional public in different cities in Switzerland is consolidated as part of the EAT SPAIN DRINK SPAIN program with greater synergy with the country's Spanish restaurants.

For the 2024 edition of EAT SPAIN DRINK SPAIN, 2 tastings are planned, depending on the products from the Spanish collaborative companies participating in the campaign.

The workshops will be organized with priority sectors such as wines and other alcoholic beverages (cidre, vermut, gin etc), cheeses, hams und gourmet sausages, canned fish or extra

virgin olive oil but are open to all alimentary sectors of the gourmet segment that are likely to participate by the public call of participation that ICEX will publish for this campaign.

The final theme of the tastings will be determined once the products participating in the campaign are known.

- **Taster Speaker and Location of the tastings/workshops**

All tastings and seminars organized as part of EAT SPAIN DRINK SPAIN will be conducted by Spanish wine and food experts, certified Spanish Wine Specialists, or others, and will exclusively incorporate products (food and wine) that belong to the Spanish collaborative companies participating in the campaign. To also integrate certified Restaurants from Spain (RfS) into the ESDS strategy, they should be contacted in such a way that the restaurant professionals who have been **certified in the ICEX Spanish wine Specialist, Spanish Pantry** courses can preferably carry out the tasting itself in their restaurants if they participate in ESDS.

The list of certified Restaurants from Spain (RfS) in Switzerland can be consulted at: <https://www.foodswinesfromspain.com/en/certified-restaurants-from-spain/certified-restaurants#SWITZERLAND>

In another case, **certified professionals from the ICEX Spanish Wine Educator Program** could also collaborate as workshop moderators. We will send you the list.

However, agencies are free to propose restaurants for the celebration of the tastings, whether RfS Certified or not, always considering the maximum budget in this block should not exceed 30% of the total budget.

- **Target Public tastings/workshops**

The invited public should be buyers from stores specializing in wines and gourmet products, food chains, hotel Food and Beverage Managers, chefs and restaurant owners, sommeliers, and specialized press.

- **Budget for tastings workshops**

Agencies will have to estimate a budget for the organization of a maximum of 2 tastings, each of which must be budgeted separately.

In case that some or all the tastings must be cancelled due to lack of Spanish collaborative companies participating in the campaign, the budget will be used to increase the activities and media campaign in print, online and social media.

A maximum budget of 30% of total has been set for these tastings in order to maintain a balanced budget between ESDS blocks and taking into account that we have the objective of having more POS promotions in more establishments (stores or restaurants) every year with the same total budget (see Annex1) and a budget has to be allocated to the media campaign in social media and press that sufficiently publicizes the actions of the retailers and that is the hook and one of the main benefits for the retailers to sign up for the action.

- **Agency responsibilities**

- ✓ Arrange a maximum of 2 workshops, masterclasses and/ or pairing dinners. The economical assessment of the proposal will be based on 2 workshops.
- ✓ The Agency will be responsible for proposing appropriate themes/speakers as described before and making all arrangements on the ground: sourcing samples, speakers, staffing, print and graphics, etc. The final decision on the selection of the speakers will be made exclusively by ICEX, even if they are not those proposed by the Agency, with a maximum cost of 1.500 CHF/day for each speaker (incl. fees and other travel expenses (per diem, accommodation, locomotion). The selection of Spanish Wine Specialists from the Restaurants of Spain is preferred and more economic (no travel costs).
- ✓ The theme of each individual event will depend on the Spanish collaborative companies that take part in the campaign and the products they supply. The Agency is responsible for all arrangements on the ground: sourcing samples, speakers, staffing, print and graphics, etc. The final decision on the selection of the speakers will be made exclusively by ICEX, represented by the Bern Office. The recruitment of Spanish collaborative companies , to be done in the first semester, will be the responsibility of Foods & Wines from Spain.
- ✓ Arrange all the logistics, including storage and delivery of products and promotional material, related to the event.
- ✓ Set aside a budget for advertising, negotiate favourable quotes with publications and coordinate artwork. It will also be responsible for publicising the tasting in trade publications and ensuring the attendance of key buyers and members of the press. Identify and invite relevant food and wine trade and media representatives to the workshops and rigorously follow up with them to obtain maximum quality attendance for the events.
- ✓ Set up reservation procedures (digital platform) at least 4 weeks prior to each workshop and reconfirm all registered (trade/press) invitees.
- ✓ On-site management of the event to include hiring and coordination of all on-site staff; participant and attendee registration management; badge creation for all participating press and trade attendees; screening of contacts at the door; and collection of complete contact information for all attendees.
- ✓ Development of invitations, graphics, advertising, banners, and necessary signage. While digital formats will be favoured, all printing, if any, must be on FSC certified paper using environmentally friendly inks. All artworks must conform to Foods and Wines from Spain's

brand identity. Event graphics and design elements to be utilised in all materials will be provided by ICEX.

COMMUNICATION AND PUBLIC RELATIONS. PRESS AND SOCIAL MEDIA CAMPAIGN

- **Objectives**

All the activity will be supported by a coordinated campaign on social network, media and through the website EAT SPAIN DRINK SPAIN in the upcoming events section of the Foods Wines from Spain portal, thus publicizing all the events and initiatives carried out to give visibility to Spanish wines and foods and the businesses where they can be tasted in Switzerland (The presence of production companies' personnel at the events is not envisaged).

The objective is for the agency to coordinate directly with the retailers in which the ESDS sales points are carried out the local media print or online, restaurant guides as well as the social media that would be most important to the Partner to make more attractive the campaign.

A minimum budget is requested for this block of activities that would permit to meet the objectives of dissemination of the activity in professional media and aimed at the end consumer with special interest publications (both print and online) and mainly in social media and restaurant guides.

- **Agency Responsibilities**

Design a communication strategy for the Eat Spain Drink Spain campaign to maximize media coverage and social media presence before, during and after the events, as well as obtain targeted quality attendees/participants for each element of the campaign. The strategy must include the following elements:

- ✓ Provide a detailed PR plan, indicating tactics, targets, and timeline.
- ✓ Identify, invite, and confirm key media and trade influencers to attend the events with goal of having all major media outlets, as well as top sommeliers, food and beverage directors, and key retail buyers in attendance.
- ✓ Generate press and social media coverage on Spanish food, wines, and trends as they relate to the Eat Spain Drink Spain campaign and participants, to include pre-event calendar listings in major wine and food industry websites and publications, profile articles highlighting the growth, quality and opportunity of Spanish food and wines for the Swiss trade, as well as pre-event media coverage encouraging attendance.
- ✓ Write and create all materials, including invitations, press releases, media alerts and pitch letters.

- ✓ Support ongoing marketing and public relations efforts by FWS, participating companies, and sponsors, in the context of their Eat Spain Drink Spain campaign's participation.
- ✓ Proactively seek media interviews and photo opportunities prior to and during the events.
- ✓ Manage press onsite the day of the events to optimise interview opportunities.
- **Communication campaign: Website and social media** The Agency is to develop a communication plan for the campaign to include all the following elements:
 - ✓ **Website www.foodswinesfromspain.com**
Provide content to dedicated event web pages on the www.foodswinesfromspain.com website, which will serve as the home for all event communications and attendee registration. Well written content about the event as well as relevant news and alerts should be published in the relevant sections of the website throughout the months leading up to the event, to maximize interest and quality of attendees. Note: All paid content will become the property of ICEX. Texts must be written in three languages: English, German and French.
 - ✓ **Social Media**
The Agency should deliver a detailed social media (SM) communication calendar indicating the target date for each of the following:
 - Create new content and regular posts for our ICEX main social media channel: Instagram and FB:
<https://www.instagram.com/spainfoodwine>
<https://www.facebook.com/Foods-Wines-from-Spain-Switzerland-2034006053505261/>
 - Generate excitement and interest in the Eat Spain Drink Spain events before, during and immediately following the events.
The Social Media communication plan for the Eat Spain Drink Spain should be created by the Agency. The plan should include the creation of a minimum of one post daily during the week prior to the events, additional posts on the day of the events which include photos and content, and paid media to promote the content. Post-event posts should include photos.

Timeline of posts at ICEX social media channels is especially important **to be planned, coordinated, and timed with ICEX headquarters.**

3. AGENCY PROFILES AND STAFFING REQUIREMENTS

3.1. Agency profile

ICEX is seeking a PR / Event Management / Communication Agency with demonstrated expertise in the Swiss wine, gourmet & gastronomy sector.

3.2. Requirements of the Agency:

- **Project references.** The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing. This technical capability of the Agency shall be demonstrated by **submitting examples of works of similar scales and scope, executed in Switzerland.**

The adequacy and sufficiency of human resources presented by each bidder will be assessed in the document of evaluation in the document 2 "Team Proposal" in accordance with the criteria detailed in this briefing. To this effect, the proposal must be included exclusively in the corresponding Team Proposal document and not here.

- **Financial solvency.** All participating Agencies must submit a solvency report that includes the financial accounts for the last three financial years (2021, 2022 and 2023). Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds 130.312,215 €. Where the Agency tendering will be sub-contracting or engaging in a joint venture with another Agency or other Agencies for the purposes of this contract, the financial requirements specified above will apply to the Agencies jointly, not singly.

3.3. Non-compliance

Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating Agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting Agencies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, Agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the Agencies involved.

3.4. Letter of acceptance

All participating Agencies must submit a letter of acceptance, signed by a legal representative of the Agency, accepting each and every one of the terms and conditions stipulated in these specifications.

The requirements are mandatory. Agencies that do not comply all the requirements, will be excluded.

4. CONTRACT TERM, APPLICABLE LEGISLATION AND JURISDICTION

4.1. Contract Term

The contract will be in force from the date of signature until the end of October 2024 when all services described in the contract are scheduled to be completed.

A maximum of 4 (four) renewals of the main contract will be considered provided that a budget is approved each year for this purpose.

Renewals cannot be tacit.

Price revisions will not be allowed.

Each renewal will be signed by both parties.

4.2. Applicable Legislation and Jurisdiction

The services shall be governed by the terms of the contract entered into by the successful tenderer and by this briefing document, which will be incorporated herein. Failing this, Spanish legislation will prevail.

To resolve any dispute, disagreement, question or claim that may arise from the execution of the Contract signed with the awardee of this tender, the matter will be subject to ordinary jurisdiction.

The parties, waiving any other jurisdiction that may otherwise be applicable, expressly submit to the Courts of the city of Madrid.

5. CONTRACT BUDGET

5.1. Base tender budget

The total maximum available budget for the contract is **86.874,81 CHF** (excluding taxes), inclusive of Agency fees, and any third-party expenses.

Contract Budget:	Max. Budget contract 86.874,81 CHF Taxes excluded
Extensions Budget	Max. Budget per extension will be 86.874,81 CHF Taxes excluded

Under no circumstances can the budget for each campaign be exceeded.

The economic proposal will be considered based on offered prices, excluding taxes, which must be clearly described and separated.

5.2. Estimated value of the contract

The total estimated value of the contract considers the value of the first contract (2024) and the value of its possible extensions (2025 -2028), excluding any applicable taxes.

According to the latter, the total estimated total contract value of these contracts is of a maximum of **434.374,05 CHF**

Contract (2024)	86.874,81 CHF
First Extension (2025)	86.874,81 CHF
Second Extension (2026)	86.874,81 CHF
Third Extension (2027)	86.874,81 CHF
Fourth Extension (2028)	86.874,81 CHF

6. BILLING, PAYMENTS AND REPORTING

The awardees will be entitled for payment of the agreed prices of the services/works accomplished in accordance with the contractual agreement.

Administrative requirements for billing and substantiating the execution of activities:
ICEX will expect to be invoiced once each activity involved has been completed and approved.
In the contract, the parties may agree on a schedule of payments per block of activities of this tender after verification of the completion of the activities.

Swiss supply agencies will have to apply the Swiss VAT regulations on exports of services.
Payments will be made after the completion of the activities as agreed in the contract and upon delivery of reports with graphic support.

A final report will also be required, containing material relating to all the activities carried out, including photographs.

No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior approval of the Office Bern.

ICEX does not pay any advances. The assignment of the contract is not allowed.

Should any of the planned activities/services not be carried out the budget allocated to the respective activity/service will be deducted from the overall budget.

Replacement activity/service, of a similar nature to and up to a maximum cost of the activity that has been cancelled will need to be agreed prior to implementation and it may be necessary for the contract to be amended accordingly via an Appendix.

All invoices must be billed to:

ICEX España Exportación e Inversiones, E.P.E.

Paseo de la Castellana 278

E-28046 Madrid (Spain)

VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

And dispatched to:
Wirtschafts-und Handelsabteilung
Spanische Botschaft in Bern,
Länggassstrasse 31
CH-3012 Bern

7. CONTENT OF PROPOSALS

Participating Agencies must submit three separate documents

Document 1. Requirements of the Agency

- **Agency profile/CV.** ICEX is seeking a PR / Event Management / Communication Agency with demonstrated expertise in the Swiss wine, gourmet & gastronomy sector.
- **Project references.** The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing. This technical capability of the agency shall be demonstrated by **submitting projects of similar scale and scope executed in Switzerland.**

The adequacy and sufficiency of human resources presented by each bidder will be assessed in the evaluation document ("Team Proposal"), in accordance with the criteria detailed in this briefing. To this effect, the proposal must be included exclusively in the corresponding "Team Proposal" and not here.

- **Financial solvency.** All participating Agencies must submit a solvency report that includes the financial accounts for the last three financial years (2021, 2022 and 2023). Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds 130.312,215 €. Where the Agency tendering will be subcontracting or engaging in a joint venture with another Agency or other Agencies for the purposes of this contract, the financial requirements specified above will apply to the Agencies jointly, not singly.
- **Letter of acceptance.** All participating Agencies must submit a letter of acceptance, signed by a legal representative of the Agency, accepting each and every one of the terms and conditions stipulated in these specifications.

Non-compliance. Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating Agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting Agencies that do fulfil those requirements, by setting up joint ventures or by entering into other business

cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, Agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the Agencies involved.

The requirements are mandatory. Agencies that do not comply all the requirements, will be excluded.

However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, providing documentation that legally demonstrates the stated relationship.

Document 2.- Technical proposal (in PDF format).

All applicants must submit a detailed proposal for the ESDS PROMOTIONS Campaign excluding any reference to price, and a work plan in line with the above strategy and objectives.

Proposals that include economic details of project fees in this Document “Technical proposal” will not be considered and will automatically be excluded from the tender process.

If the proposal submitted simply states that the Agency can meet some or all the requirements but does not provide information or detail on how they will do so, the technical proposal will be assigned a score of 0.

Document 3.- Team Proposal. (MS Excel file + PDFs) + Financial Proposal (MS Excel file).

The dossier must detail the human resources available for the project. In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications, languages spoken and previous projects undertaken by Team members, as well as a description of the functions and tasks to be performed, so as to ensure that the Team has sufficient resources and is capable of carrying out the tasks required by the campaign.

All Team members must be fluent in German, both spoken and written, and it is additionally necessary that at least one key member of the team is fluent in French and English, both spoken and written.

The role of each team member assigned to the campaign's different programme areas must be clearly specified here. In addition, their detailed CVs must be included in the proposal.

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of at least the same qualifications.

The Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Office. It is expected that all key team members assigned by the Agency to each of the contracts have specific knowledge of and professional expertise in promotional activities similar to those covered by this bidding process and remain as part of the team for the duration of the contract period.

Staffing team must consist of a minimum of three different members:

- **Senior Project Manager:**
A senior Agency member, fully involved in the project, responsible for its planning and organization, and committed to the ongoing supervision of the whole activity. With a minimum of 5 (five) years proven experience in manager skills in activities of the scope of this Tender. Responsible for all reporting and accounting to ensure compliance on a timely basis with the requirements set by ICEX. Fluent in spoken and written German.
- **Senior Communication /Event/ Manager:** With strong communication skills and a minimum of 3 (three) years proven experience in manager skills in activities of the scope of this Tender. Fluent in spoken and written German.
- **Designated proactive Social Media Account Manager** With a minimum of 2 years of experience to ensure maximum social media engagement. Fluent in spoken and written German.

The requirements set out in this section are mandatory, and Agencies that do not propose a team that meets all these requirements will be excluded. While the Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting.

Financial Proposal. All participating Agencies must submit a financial proposal in CHF, including a detailed project budget and a breakdown of all costs, as per the table in Annex III (Excel file) of this brief. Proposals that exceed the base tender budget excluding taxes, will not be considered.

8. PRESENTATION OF PROPOSALS

8.1. Invitation to tender. ICEX, represented by the Spanish Economic and Commercial Office in Bern, will publish the invitation to tender on the <https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/ch/inicio.html>

- **Submission of proposals.** Agencies wishing to take part in the tender process must send the documentation, in digital format, to the following e-mail address **ONLY: tenders@icex.es, by 09:00 am CET on Monday 15th. July 2024.** Proposals not submitted by the deadline will automatically be excluded.
- **Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in

digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating Agencies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.

- **Costs.** All costs incurred by the participating Agencies in the preparation of proposals, submissions and quotations will be borne by the Agencies themselves. Bid submission will not entail the payment of any fee or the reimbursement of any expenses by ICEX.
- **Language.** Proposal must be written and submitted in English or Spanish.
- **Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating Agency.
- **Modification of proposals.** Once a proposal has been submitted, ICEX will not accept the submission of any modifications, additions, or corrections, unless such modifications, additions or corrections are in response to a clarification requested by ICEX.
- **Clarifications of proposal.** ICEX may invite participating Agencies that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.
- **Conformity of proposals.** All Agencies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each Agency to ensure compliance with all the requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the Agency in question.

8.2. Evaluation of proposals

Agency Requirements (document 1) will be evaluated first. Once it has been verified that the participating Agency complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated, and assigned a score. Then Document 3 (Team Proposal and Financial Proposal) will be opened, evaluated, and assigned a score. Therefore, the financial proposal will not be known until this final stage.

8.3. Selection of the Agency to be awarded the contract

A decision will be taken as soon as possible after the published deadline for the submission of proposals. All participating Agencies will be notified of the decision by e-mail, and that decision will be published on the Bern's Office website, to enable the successful Agency to commence work as soon as possible.

8.4. Queries and Contact persons

Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by **Tuesday 9th. July 2024. at 09:00 CET**. In the interest of fairness, questions posed by

participating Agencies, as well as the answers provided by ICEX, may be shared with all other participating Agencies

9. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria:

Evaluation Criteria	Scores Maximum
I. Financial proposal Bid price scoring will be assigned according to the following criteria (only for bids not considered disproportionate or anomalous): Most economical offer receives maximum score. Rest of the offers will have the following formula applied: $\text{points per offer} = (\text{price of the most economical offer} / \text{price of each offer}) \times \text{maximum score (30)}$. The Agency must present the budget clearly according to table in Annex III.	30
II. Professional team assigned to the project. Experience Senior Project Manager: A senior Agency member, fully involved in the project, responsible for its planning and organization, and committed to the ongoing supervision of the whole activity. With a minimum of 5 (five) years proven experience in manager skills in activities of the scope of this Tender. Responsible for all reporting and accounting to ensure compliance on a timely basis with the requirements set by ICEX. Fluent in spoken and written German. Minimum Experience 5 years= 0 points 1 point per additional year over the 5 years required, up to a maximum of 12 points. Total= 12 points Senior Communication /Event/ Manager: With strong communication skills and a minimum of 3 (three) years proven experience in manager skills in activities of the scope of this Tender. Fluent in spoken and written German. Minimum Experience 3 years = 0 Points 1 Point per additional year, up to a maximum of 9 points. Total = 9 Points Designated proactive Social Media Account Manager: With a minimum of 2 years of experience to ensure maximum social media engagement. Fluent in spoken and written German. Minimum experience 2 years= 0 Points 1 point per additional year, up to a maximum of 4 points. Total = 4 Point	25
III. Technical Proposal ICEX will award a maximum of 45 points to the quality of the proposed Technical Proposal: III.1:43 points + III.2:2 points. ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the Campaign/Activity, awarding points to each of the components within the Technical Proposal, as described below. Technical Proposals that do not receive at least 20 points for component III.1 will automatically be excluded. ICEX will assess Technical Proposal responses as follows: Insufficient. The proposal lacks basic information or details to be adequately evaluated. 0% of the maximum score. 0% of the maximum score Partially compliant. The proposal shows that the Agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so. 50% of the maximum score Fully compliant. The proposal states that the Agency can fulfil all the stipulated requirements and provides the necessary information and details on how it will do so. 75% of the maximum score Exceeds the requirements. The proposal proves that the Company is able to fulfil all the stipulated requirements, provides detailed information on how it will do so and excels in presenting actions or approaches that add value. 100% of the maximum score	45

III.1. Technical Proposal:	43
<p>ICEX will award a maximum of 43 points to the quality of the proposed Content Plan. ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the activity; the quality, viability and reach of the specific initiatives proposed and the means by which it proposes the objectives to be met. ICEX will award points to each of these elements as follows:</p> <p>Overall assessment (alignment with the campaign objectives, etc.) of the activities in the promotional campaign within the maximum budget assigned.</p> <p>The technical proposal provided will be assessed as follows:</p>	
1.- <u>Proposal for the organisation of the ESDS Point of Sale Promotions (on and off trade)</u>	18
<p>Strategy of recruitment of venues for the ESDS Program (on and off trade) and proposed number of pos to get: 6 points</p> <p>Data base / contacts in Wines and Gourmet stores. It will be evaluated according to the table in "ICEX will assess Technical Proposal responses as follows" depending on the number of contacts and the geographical distribution of the contacts: 5 points.</p> <p>Data base / contacts in Restaurants.- It will be evaluated according to the table in "ICEX will assess Technical Proposal responses as follows" depending on the number of contacts and the geographical distribution of the contacts: 5 Points</p> <p>Evaluation of the proposal for POS support materials. It will be evaluated according to the values indicated in this table in "ICEX will assess Technical Proposal responses as follows". depending on the elements considered to be included in the POS materials and the suitability of the proposals to meet the objective of the activity: 2 Points</p>	
2.- <u>Proposal for the organisation of Workshops/ Tastings</u>	5
<p>Strategy for inviting professional target audiences to workshops in order to achieve set goals: 5 points</p> <p>2a) Conceptual orientation of the proposed activities: The marketing strategy chosen to carry out the proposed activities will be evaluated, and market knowledge will be assessed: 2 points</p> <p>2.b) Technical quality of the proposed activities: the general procedures and means used to carry out the proposed activities will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activities. 3 points</p>	
3.- <u>Proposal Communication and PR. Social Media Campaign</u>	15
<p>Communication strategy and communication plan to achieve the objectives: 10 points</p> <p>3.a) Conceptual orientation of the proposed activities: The marketing strategy for the Communication and PR Campaign chosen to carry out the proposed activities will be evaluated, and market knowledge will be assessed: 5 points</p> <p>3.b) Technical quality of the proposed activities: The general procedures and means used to carry out the proposed activities will be assessed, i.e. the professional level of preparation, implementation, and monitoring of the activities: 5 points</p> <p>Data base with press / social media/ influencers: 5 points</p> <p>It will be evaluated according to the table in "ICEX will assess Technical Proposal responses as follows" depending on the number of contacts and the geographical distribution of the contacts: 5 points</p>	
4.- <u>Reporting</u>	5
<p>Evaluation of reporting system with an example. It will be evaluated according to the values indicated in this table in "ICEX will assess Technical Proposal responses as follows". depending on</p> <p>4.a) The elements considered to be included in the REPORTING for each POS: 2</p> <p>4.b) Point-of-sale evaluation documentation and monitoring system: 3</p>	

<p>III.2. Technical Proposal: Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of two (2) points.</p> <p>ICEX will assess those elements of the proposal that involve notable innovations or improvements in terms of the design and/or execution of the Campaign / Activity (e.g., proposals for novel content, innovative forms of communication and other elements not covered in this brief).</p> <p>The innovations or improvements contained and proposed in this part of the Technical Proposal will not involve any additional cost for ICEX in any case.</p>	2
TOTAL	100

Abnormally low bids

Financial proposals will be evaluated to determine whether or not they may be considered disproportionate or abnormal. Bids will be considered abnormally low if:

- (a) they are 20% lower than the maximum budget permitted, when fewer than three tenders are presented, or if
- (b) they are 10% lower than the average of all the bids submitted in the case that there are three or more tenderers, the highest price being excluded for the calculation of said average.

When a bid is considered to be abnormally low, the participating Agency will be asked to justify its bid and its terms and conditions within seventy-two (72) hours of receiving ICEX's notification. Once the claim has been received or this period of time has lapsed, ICEX will decide, if necessary and having obtained technical advice, whether or not the bid is to be considered abnormal and may exclude it accordingly.

This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

Tie-breaking criteria

In the event of a tie in the points obtained by two or more tenders, this will be resolved by applying the social criteria indicated below, and in the order specified. These will apply to staff working for the Agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.

- Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied Agencies, with priority given, if the percentages are equal, to the Agency with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
- Lowest percentage of temporary contracts within the workforce of each of the tied Agencies.
- Highest percentage of women employed by each of the tied Agencies.
- If it is not possible to break the tie using the above criteria, lots will be drawn.

10. HIRING AWARD COMMITTEE

Chair	María Naranjo	Director - Foods & Wines from Spain. ICEX Headquarters
Substitute	Salomé Martínez	Deputy Director - Foods & Wines from Spain. ICEX Headquarters
Committee member	Laura Velasco	Head of Area - Foods & Wines from Spain. ICEX Headquarters
Substitute	Lidia Escribano	Head of Department - Foods & Wines from Spain. ICEX Headquarters
Committee member	Elena Prieto	Head of Area - Foods & Wines from Spain. ICEX Headquarters
Substitute	Almudena Muyo	Head of Area - Foods & Wines from Spain. ICEX Headquarters
Committee member	Ana Rodríguez Izquierdo	Head of Area - Foods & Wines from Spain. ICEX Headquarters
Substitute	Ascensión Martín	Expert - Foods & Wines from Spain. ICEX Headquarters
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

11. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in Bern. In terms of invoicing, special care must be taken regarding the aspects established in clause 6, following the guidelines set by ICEX and adhering to the conditions established in the contract.

11.1. Technical quality

The Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the consultant will be responsible for:

- Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
- Compliance with the deadlines agreed with ICEX in each case.
- Any omissions, errors, incorrect conclusions, or inadequate methodologies during the term of this contract.
- The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
- The processing of the information and data made available to it.

11.2. Copyright and information rights

All intellectual or industrial property rights in the work created by the Agency and all the information gathered by it in connection with the contract shall belong to ICEX.

The Agency shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as said claim is based on the allegation that the work carried out by the Agency within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

The Agency is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services.

The Agency shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The Agency shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the Agency or subcontracted by it.

The Agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.

This obligation shall remain in force both during and after the end of the activities to which the contract relates, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status.

Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the Agency for any liability that might be applicable.

11.3. Confidentiality

The Agency accepts the obligation to maintain professional secrecy with regard to the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential. This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.

The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.

The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own or private purposes or for any other purposes.

Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

12. CANCELLATIONS AND TERMINATION

12.1. Force Majeure or restrictions imposed by the Authorities

The parties will not be responsible for the damages and losses caused to the other party because of delays or breaches of the contract due to force majeure or restrictions imposed by the Authorities. The duties of the contract will be considered suspended for as long as the situation of force majeure or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of force Majeure or restriction extends in time for more than three months, either party will

be entitled to request the termination of the contract without having to indemnify the other party for it.

12.2. Cancellation or postponement of events

In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of signature of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date.

In the event that an activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

12.3. Termination

ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met, or in the case of any breach of the obligations set out in the contract. This will be without prejudice to any additional claims for damages.

13. MODIFICATIONS OF THE CONTRACT

Once the contract has been formalised, the modifications considered necessary for its correct execution may be agreed, as long as they do not alter the global nature of the initial contract or imply a substantial modification.

In all cases, the successful tenderer shall provide in writing, at ICEX's request, proof of the pertinent technical, financial, or other requirements prior to any modification of the contract. The modification must be previously approved by ICEX, and the corresponding contract drawn up and signed.

14. EUROPEAN FUNDING

The activities contemplated under this briefing may be subject to European Union's financing through the European Regional Development Fund (ERDF).

The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and in particular with the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem must appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.

In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be

included in a noticeable manner: the emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

15. ORGANISATIONS

ICEX España Exportación e Inversiones, E.P.E. is a public business entity attached to the Ministry of Economy, Trade and Companies. It is represented in Switzerland by the Spanish Economic and Commercial Office in Bern. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish Agencies and promote foreign investment in Spain.

The Spanish Economic and Commercial Office in Bern is responsible for promoting trade and investment between Spain and Switzerland within its sphere of competence.

Bern, on the date of signature

ICEX Board of Directors

By Delegation (Resolution dated 30 September 2021) Official State Bulletin (BOE)
of 11 October 2021

Juan Luis Díez Gibson

Head of the Economic and Commercial Office
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN BERN