



SPANISH OPEN DAYS 2022: CHANGSHA & GUANGZHOU COMMUNICATIONS AGENCY BRIEFING

**REQUEST FOR PROPOSALS
FEBRUARY 4, 2022**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
ECONOMIC & COMMERCIAL OFFICE OF SPAIN IN GUANGZHOU
10 HUAXIA ROAD, R&F BUILDING, SUITE 503, ZHUJIANG NEW TOWN, TIANHE
DISTRICT, GUANGZHOU 510623 GUANGDONG
TEL: +86 20 3892 7687
E-MAIL: CANTON@COMERCIO.MINECO.ES**



Código: 11470003-40039148R0KEYUM1U8L9 Autenticidad verificable en: <https://serviciosmin.gob.es/arce>
Documento electrónico, página 1 de 18.



MINISTERIO
DE INDUSTRIA, COMERCIO
Y TURISMO



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





GOBIERNO
DE ESPAÑA

MINISTERIO
DE INDUSTRIA, COMERCIO
Y TURISMO



España
Exportación
e Inversiones

ECONOMIC & COMMERCIAL OFFICE OF SPAIN

GUANGZHOU

FOOD & WINE OPEN DAYS 2022

REQUEST FOR PROPOSALS

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Guangzhou, invites communication agencies to submit their proposals for the definition, development and execution of the **Spanish Food & Wines Open Days 2022 in Changsha & Guangzhou** (hereinafter, the **Open Days**).

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX) (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose it to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy.

For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

In the case of P.R. China, there are four Economic & Commercial Offices located in Beijing, Guangzhou, Shanghai, and Hong Kong. Each of these Offices oversees a certain region and works together with ICEX in the implementation of the programs of the latter.

1. PROJECT DESCRIPTION – SPANISH FOOD & WINE OPEN DAYS 2022

- 1.1.** The Economic & Commercial Office of Spain in Guangzhou -under the umbrella of Foods and Wines from Spain and the Spain Food Nation global communication campaign- will organize **the Spanish Food & Wine Open Days 2022** in Changsha city (April 20th) and Guangzhou city (April 22nd).

Our goal with these exclusive events is to continue to promote Spanish food, wine and other beverages by showcasing the finest Spanish products to the industry professionals, media and general public in the South of China, namely in Hunan and Guangdong provinces. Moreover, these events will support Spanish companies and importers of Spanish products in their task to expand their local distribution networks.

2. DATES AND VENUES

- 2.1. Open Day Changsha.** The Open Day Changsha 2022 will take place on **April 20th 2022** at 12.00-18.00h. The Economic & Commercial Office of Spain in Guangzhou will select a 4-5 star hotel in central Changsha where the event will be held, including a main ballroom with capacity for 25 exhibitors and an annexed room where the press conference and parallel activities will take place. This room will also be available for any food & wine activity that could be proposed by the agency. All the rental expenses related to the event hotel facilities (main ballroom and annexed room) will be covered by the Economic & Commercial Office of Spain in Guangzhou.
- 2.2. Open Day Guangzhou.** The Open Day Guangzhou 2022 will take place on **April 22nd 2022** at 12.00-18.00h. The Economic & Commercial Office of Spain in Guangzhou will

10 HUAXIA ROAD ZHUJIANG NEW TOWN
TIANHE 510623 GUANGZHOU CHINA
Tel.: +86.20.3892.7687
Fax: +86.20.3892.7685
E-mail: canton@comercio.mineco.es



select a 4-5 star hotel in central Guangzhou where the event will be held, including a main ballroom with capacity for 25 exhibitors and an annexed room where the press conference and parallel activities will take place. This room will also be available for any food & wine activity that could be proposed by the agency. All the rental expenses related to the event hotel facilities (main ballroom and annexed room) will be covered by the Economic & Commercial Office of Spain in Guangzhou.

3. EXHIBITORS PROFILE

3.1. The proposal is designed for a participation of 25 exhibitors:

- 3.1.1. **Spanish food and beverage producers:** those whose products are already accredited in the Chinese market and have a certain level of distribution. Due to the travel restrictions in place, the exhibition is only open to those Spanish companies that have presence or a representative in China
- 3.1.2. **Chinese importers and distributors** of Spanish Food & Wine products.
- 3.1.3. **Food:** Only high-end food products will be admitted in the event, e.g. gourmet & delicatessen products, top quality and high value products, products with a denomination of origin, products with an ecological certificate, etc.
- 3.1.4. **Wine:** The exhibition or promotion of wine with an Ex works (EWX) price lower than 2€/l will not be permitted. The organizers reserve the right to ask the exhibitor for proof of such compliance and will remove from the exhibition those wines that do not reach the minimum price.

4. MAIN GOALS OF THE EVENTS

- 4.1. The Open Days 2022 have a “networking” purpose, mainly addressed to professional public, such as importers and distributors of Food & Beverages, professionals of HORECA sector and media. The main goals of the Open Days are:
 - 4.1.1. Provide opportunities for exhibitors to increase the presence of their products in the South China market, especially in Hunan and Guangdong provinces.
 - 4.1.2. Allow exhibitors to increase their contacts with local food and beverage importers and distributors.
 - 4.1.3. Increase awareness of Spanish products in the South China market, especially in Changsha and Guangzhou.
 - 4.1.4. Promote the high quality of food and wines from Spain in the South of China.
 - 4.1.5. Strengthen relationships with media and improve their awareness of Spanish Food & Wines.
 - 4.1.6. The visitors will be delighted to try the products during the event, enlarge their knowledge of Spanish products and Spanish culture.



5. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The agency will be in charge of:

- 5.1. Designing, organizing and implementing the promotional activities program (seminars, shows, live performances etc.) and details.
- 5.2. Adapt, implement and produce all promotional material and on-site decoration with images and contexts provided by ICEX. This design will be applied to brochures, photocall, tables, and any other aspect to create an attractive and positive image of the Spanish foods and wines.
- 5.3. Construction and dismantling work of exhibition booths and backdrops.
- 5.4. Design the Public Relations Strategy and perform it: before, during and after the event.
- 5.5. Extend the event information and invitation to local importers, distributors, HORECA purchasing department managers, e-commerce dealers and representatives from relevant local trade associations in Hunan and Guangdong provinces, especially from Changsha and Guangzhou, **securing from 400 to 500 professional attendees for each of the Open Days.**
- 5.6. Invite specialized media to the press conference and visit the showroom in the morning of the event: **secure 15-20 journalists of specialized and general press.**
- 5.7. Bids that do not include all the activities / tasks requested in the briefing will be automatically excluded.

6. SPECIFICS OF THE PROPOSAL

6.1. Promotional Materials and on-site decoration

6.1.1. Materials:

- Online catalogs with all information of ICEX, exhibitors and their products for each of the events, accessible via QR code.
- Spain Food Nation photocall at the entrance of the event ballroom. The Spain Food Nation designs will be provided by ICEX and prepared and produced by the Agency.
- Spain Food Nation Roll-ups, name tags and other materials.
- Main Backdrop or backdrops, as well as a backdrop behind the stage with a big LED screen or a projector with enough lumen.



- For the 25 exhibitors, each one will have an individual stand with a long desk to put their products and brochures. In case of beverage suppliers, ice bucket, spittoon and wine glasses will be provided. For food suppliers, bread and plates will be provided.
- Other materials that may impress the visitors (table runners, stickers, flags, etc.).
- Each exhibitor should have a unified design with the same size table and decoration.

6.1.2. The logo, images, photos, as well as other information of exhibitors and their products that will be used in the brochures, flyer and registration web will be provided by ICEX and prepared and printed by The Agency.

6.1.3. All designs and documents should be reviewed by ICEX before printing.

6.1.4. The Agency will be in charge of covering and communicating with the hotels for the use of stage, sound and lighting equipment, computer and projector, long desk for products exhibition, chairs for opening speech, ice bucket, spittoon and wine glasses and cleaning service, etc.

6.1.5. Snack food, biscuits, bread and others will be prepared by the Agency.

6.1.6. The agency will include other activities such as live performances, tapas corners or Spanish ham cutting during the events.

6.2. Public Relations Strategy:

6.2.1. The Agency can extend the event announcement through diverse ways like its own web site and social media tools or their partners.

6.2.2. The announcement can be launched to the public for maximum diffusion but all final guests should be food, wines and beverage related professionals.

6.2.3. Invitation platform for registration will be constructed by the agency for each of the events (e.g. Wechat page) with promotional material provided by ICEX.

6.2.4. Registration platforms should contain date and venue basic information of event, registration period, and require information such as the company name, company activity, visitor, title, telephone, mobile number and interested product of registrants.

6.2.5. The Agency will be in charge of securing from 400 to 500 professional visitors to each of the events.

6.2.6. The Agency will propose and prepare promotional content and publications promoting the Open Days to be published in the Foods & Wines from Spain website and Official WeChat account in China, as well as in the www.foodswinesfromspain.com website, both in Chinese and English.



6.2.7. Spain Food Nation designs, logos, images, photos, as well as other information of exhibitors and their products for brochure, flyer and registration web will be provided by ICEX and prepared and printed by the Agency. All documents should be reviewed by ICEX before printing.

6.3. Follow up of invitation

6.3.1. All visitors should be professional in food and beverages sector.

6.3.2. Personal contact and company profile will be required when sign up.

6.3.3. The Agency will follow up with RSVPs.

6.3.4. The Agency will keep a periodical update of the guest list every week since the launch of event announcement.

6.3.5. The guest list should contain: Company name, company activity, visitor, title, telephone, mobile number, E-mail, product of interest and other information.

6.3.6. Final guest lists should be selected by the Agency and reviewed by ICEX before the event.

6.3.7. The agency should confirm all registrants' attendance the day before the event.

6.4. Event rundown

Estimated timetable for each of the events:

12:00 - 13:00 Exclusive lunch/cocktail with media & VIPs

12:30 Registration of Guests

13:00 - 13:10 Spanish Open Day Ceremony

13:45 - 16:30 Additional activities

14:00 - 16:30 Live performance

16:00 - 18:00 Open-session to consumers

Lunch/cocktail will be organized by the Agency within the same hotel. The menu will be provided by ICEX. The Agency shall secure the attendance of 15-20 journalists of specialized and general press to the reception. The cost of lunch will be covered by ICEX.

6.4.1. A professional and responsible supporting team, composed of an appropriate number of members, will be ensured by the Agency to contribute with the on-site control and assistance to the exhibitors.



6.4.2. One photographer and videographer will be provided by the Agency.

6.5. Post-event deliverables

6.5.1. During the event: the Agency will make available to ICEX in real time photos and videos of the events.

6.5.2. Within two weeks after the events, the Agency will provide the following post-event deliverables:

6.5.3. A press release will be elaborated and circulated to provincial media.

6.5.4. Press clipping of the event.

6.5.5. Audio-visual and graphic material.

6.5.6. A final report in English describing all the activities undertaken during the event, along with an evaluation of results, recommendations for the future, and summary of media coverage.

6.5.7. Final attendants' database which includes company name, contact person, title, phone number, E-mail, etc.

7. BUDGET

7.1. Maximum Budget (all tax excluded): the maximum budget for the execution of the project will be **49,000€ (forty-nine thousand euros)**. Bids will be made in euros **excluding taxes**. **However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.**

7.2. Estimated contract value: The estimated total contract value of this project, i.e., the value of the first contract and its possible extensions is **294,000€, excluding taxes**.

7.3. Budget allocation: the budget being allocated to engaging the services of The Agency should be broken down as **shown in the Annex I**

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

8. PAYMENTS AND INVOICES

8.1. Contract Amount. Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the Agency



before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in Guangzhou.

- 8.2. Payment currency.** Payments to the Agency will be made in the currency of the Contract, which is the **EUR (Euro)**. Any currency exchange costs will be borne by the Agency.
- 8.3. Payments to offshore accounts.** Payments to bank accounts of the Agency located offshore from mainland China will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the Agency.
- 8.4. Payment schedule.** ICEX will provide in advance 50% deposit 2 weeks after the signature of the contract with the awarded Agency upon presentation of the corresponding invoice. ICEX will satisfy the remaining agreed price within 2 weeks after the conclusion of the works upon presentation of the corresponding invoice, once the two events involved has been approved by ICEX. ICEX will ensure that payment is made upon receipt of the invoice.

- 8.4.1. Invoice details.** All the invoices addressed to ICEX, whether agency service invoices or media placement invoices, must be billed as follows:

ICEX España Exportación e Inversiones, E.P.E.
VAT Number: Q2891001F
c/o Economic & Commercial Office of Spain in Guangzhou
10 Huaxia Road, R&F Building, Suite 503&504, Zhujiang New Town, Tianhe
Guangzhou 510623 Guangdong
Tel: +86 20 3892 7687
E-mail: canton@comercio.mineco.es

9. DEADLINE FOR THE WORK

- Final guest list will be provided by the Agency five days before each of the events.
- All printed and construction materials should be done at least one week before each of the events.
- The on-site construction and decoration should be finished one day before each of the events.
- All the post-event deliverables will be collected and provided by the Agency within two weeks after the last of the events.

10. CONTENTS OF PROPOSALS

- 10.1. Proposal content.** The competing agencies are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical**



Proposal, and Financial Proposal), as detailed below. Proposals that miss anyone of the said documents will be considered incomplete and excluded.

10.2. Document 1: Administrative Requirements of the Agency (PDF file). All competing agencies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All competing agencies are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years in China, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in the organization of similar events on food and wine sectors in Guangzhou is required.
- **Financial Solvency.** All competing agencies will be required to provide a set of accounts for the last three years. In order for Agencies to take part in this tender they must had a turnover of more than 73,500.00 EUR (532,000.00 RMB) in the best of the last three years.

10.3. Document 2: Technical Proposal of the Agency (PDF file). All competing agencies must present a detailed work proposal, **without any reference to price**, and work plan for the events. Proposals that include any reference to prices will not be considered. The Technical Proposal may not exceed, in total, **thirty (30) pages**.

10.3.1. Local presence and knowledge of the area and sector. The Agency shall detail in its proposal the team of employees and consultants assigned to this contract (**hereinafter, the Team**), specifying the **professional qualifications, languages spoken and previous projects of Team members**, as well as a **description of the roles and tasks they will perform**, so as to ensure that the Team is sufficient and capable of carrying out the necessary tasks in the events.

A minimum of 3 staff members is expected. Each additional staff member is positively valued.

A minimum experience of 3 years in the organization of similar events on food and/or wine sectors in the South of China is required for the staff. Each additional year (average for all team members) is positively valued.

10.3.2. Adequacy of the proposal to the targets of the activity.

10.3.2.1. Promotional materials and onsite decoration. Detailed creativity and designs adequate to the target of the event of the printing materials and decoration specified in the proposal.

10.3.2.2. Public relations strategy and follow up invitations. The Agency shall ensure the attendance of 400-500 professional visitors from the Food & Beverage industry in each of the events. Visitors should be food



distributors, importers, supermarkets and distribution chains, purchasing managers of hotel and restaurant chains, media outlets, etc. The Agency shall detail in its proposal the measures to be taken and resources to be assigned in order to ensure a successful and an adequate attendance level for each of the events.

10.3.2.3. Promotional activities. The Agency is required to propose promotional activities to be carried out during the events, in order to promote the values of Spanish gastronomy and culture among the visitors and provide added value to the exhibitors. The Agency shall include creative, innovative and adequate promotional activities in its proposal.

10.4. Document 3: Financial proposal of the Agency (MS Excel file). All competing agencies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

10.4.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes are clearly separated.

10.4.2. Currency. The proposal will be drafted in **EUR (Euro)**.

11. SUBMISSION OF PROPOSALS

11.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Guangzhou, will send this briefing to different advertising and communication agencies. The brief will also be published on the website of ICEX (<https://china.oficinascomerciales.es>).

11.2. Submission of proposals. The agencies wishing to participate in the tender must send the documentation listed below, exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before **February 21st, 2022 at 09:00 Madrid time (16:00 Beijing time)**. Proposals not submitted within the deadline will be automatically excluded.

11.2.1. Electronic files. All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing agencies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).

11.2.2. Expenditures. Please note that any expenditure incurred by competing agencies in the preparation of the proposals, presentations and quotes will be at the expense of the said agencies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

11.2.3. Language. The proposal will be drafted and presented in English or Spanish. Documentation in Chinese (Mandarin) or any other language shall be translated into English or Spanish by the Agency as appropriate.



11.2.4. Acceptance of terms. Submission of a proposal and participation in this tender implies the express acceptance by the competing agencies of all the clauses contained in this brief.

- 11.3. Amendment of proposals.** Once competing agencies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.
- 11.4. Clarification of proposals.** Competing agencies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.
- 11.5. Compliance of proposals.** All competing agencies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each agency, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the agency concerned.
- 11.6. Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing agency has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 11.7. Selection of agency.** A decision will be made as soon as possible from the published proposal due date. The decision will notified via e-mail to all competing agencies, in order to enable the selected agency to begin work promptly.
- 11.8. Contact persons.** Questions related to this briefing might be addressed in written form until **February 10th, 2022 at 09:00 Madrid time (16:00 Beijing time)** only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing agencies, as well as the corresponding answers by ICEX, might be shared with all other agencies.

12. EVALUATION CRITERIA

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

TABLE 2. EVALUATION CRITERIA	
Evaluation Criteria	Scores (Max.)
I. Price competitiveness of the tender	20
The agency with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score.	



<p>Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.</p> <ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. 									
<p>II. Technical Proposal</p>	80								
<ul style="list-style-type: none"> ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events in Changsha & Guangzhou, assigning points to each of the components of the Technical Proposal, as described below. Technical Proposals that do not receive at least 30 points in component II.2 will be automatically excluded. 									
<p>II.1. Local presence and knowledge of the area and sector</p> <p>II.1.a. Number of members of staff of the Agency who will be responsible for the execution of the contract and present during the event, specifying their professional qualifications and languages spoken. A minimum of 3 staff members is expected. Each additional staff member (who must comply with the described experience requirements in the following section), will be awarded 2 points per staff member until a maximum of 10 points.</p> <p>II.1.b. Experience. A minimum experience of 3 years in the organization of similar events on food and wine sectors in the South of China is required. Each additional year (average for all team members) is positively valued: 2 points per year until a maximum of 10 points.</p>	20								
<p>II.2. Adequacy of the proposal to the targets of the activity</p> <p>ICEX will evaluate the adequacy of the proposal with a maximum of 60 points. ICEX will assess which proposal most efficiently satisfies the objectives of the events</p> <p><i>II.2.a. Promotional materials and onsite decoration. Level of detail, creativity, design and adequacy to the target of the event of the printing materials and decoration specified in the proposal. 20 points.</i></p> <p><i>II.2.b. Public relations strategy and follow up invitation. Level of detail in the proposal of the measures to be taken and resources to be assigned in order to ensure the attendance of 400-500 professional visitors from the food and beverage sector to each of the events. 30 points.</i></p> <p><i>II.2.c. Promotional activities. Level of detail, creativity, innovation and adequacy to the target of the event of the Spanish food and beverage promotional activities specified in the proposal to be carried out during the event. 10 points</i></p> <p>For each component of II.2, points will be allocated as follows:</p> <table border="0"> <tr> <td>0% of allocated points</td> <td>Proposal simply states that the agency can meet some or all of the requirements but does not provide information or detail on how they will do so</td> </tr> <tr> <td>50% of allocated points</td> <td>Compliant</td> </tr> <tr> <td>75% of allocated points</td> <td>Fully Compliant</td> </tr> <tr> <td>100% of allocated points</td> <td>Exceeds Requirements</td> </tr> </table>	0% of allocated points	Proposal simply states that the agency can meet some or all of the requirements but does not provide information or detail on how they will do so	50% of allocated points	Compliant	75% of allocated points	Fully Compliant	100% of allocated points	Exceeds Requirements	60
0% of allocated points	Proposal simply states that the agency can meet some or all of the requirements but does not provide information or detail on how they will do so								
50% of allocated points	Compliant								
75% of allocated points	Fully Compliant								
100% of allocated points	Exceeds Requirements								
<p>TOTAL</p>	100								



- 12.2.** Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.
- 12.3.** Bids will be considered disproportionate or anomalous when:
- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
 - The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.
- 12.4.** Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, the OFECOMES will decide, upon technical advice if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.
- 12.5. Tiebreaker Criteria.** In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.
- Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
 - Lower percentage of temporary contracts in the workforce of each of the companies.
 - Higher percentage of women employed in the workforce of each of the companies.
 - The draw, if the application of the above criteria had not resulted in a tiebreaker.

13. PROCUREMENT BOARD

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

President	María Naranjo	Head of Agrifood Industry. ICEX Headquarters
Substitute	Salomé Martínez	Deputy Director of Agrifood Industry. ICEX Headquarters
Member	Diana Vázquez	Chief Food & Beverages Department. ICEX Headquarters



Substitute	Patricia Bezos	Chief Gastronomy and Digital Strategy. ICEX Headquarters
Member	Jesús Varela	Commercial & Economic Counselor. Economic & Commercial Office of Spain (Pekín)
Substitute	Carlos Tórtola	Chief Commercial & Economic Counselor. Economic & Commercial Office of Spain in P.R. China
Member	Juan José Zaballa	Chief Commercial & Economic Counselor. Economic & Commercial Office of Spain (Shanghai)
Substitute	Carlos Tórtola	Chief Commercial & Economic Counselor. Economic & Commercial Office of Spain in P.R. China
Secretary	M^a Jesús Abellán	Deputy Director of Procurement. ICEX Headquarters
Substitute	Pablo Jorge Molina	Member of the Procurement Department. ICEX Headquarters

14. OBLIGATIONS

14.1. Technical Quality. The Agency shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the Agency shall be responsible for:

- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
- The personnel forming part of the project team assigned to the development and performance of the Contract, with the Agency bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
- The processing of any information and data made available to it.

14.2. Copyright and information rights. The intellectual or industrial property rights for all works created by the Agency, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.

14.2.1. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.



14.2.2. The Agency will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the Agency guarantees have been produced for ICEX and are not owned by third parties.

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

14.3. Confidentiality. The Agency is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

15. EXTENSION OF THE AGREEMENT

15.1. Extension. ICEX hereby reserves the right to extend the Agreement with the Awardee for a maximum period of 5 years reckoned from the date in which the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension.

If the staff assigned to execute the contract varies in more than 20% throughout the term of the contract and its possible extensions, it may not be not extended.



16. CANCELLATIONS

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

16.2. Cancellation, postponement or modifications of actions.

16.2.1. Cancellation. In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the Agency from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date.

16.2.2. Postponement. In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision in Changsha or Guangzhou that limits the number of expected visitors (500) to under 300 visitors, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, PCR tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.

16.2.3. Modifications. In the event that the sanitary or travel restrictions in place limit or impede the celebration of one or both of the events in Changsha and/or Guangzhou at a suitable date the parties will try to reach an agreement in good faith to modify the host city or cities of the events to another tier 1 or 2 city in the South of China where sanitary or travel restrictions are more lenient and enable the celebration of the event/s.

16.3. Disputes. To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

17. CLIENT ORGANIZATIONS

17.1. ICEX España Exportación e Inversiones, E.P.E. ICEX is a public business entity dependent of the Ministry for Industry, Trade and Tourism of Spain. It is represented in China by the Economic & Commercial Offices of Spain in Beijing, Guangzhou, Hong Kong, and Shanghai. The mission of ICEX is to promote Spanish exports, support the international expansion of Spanish companies, and promote foreign investment in Spain. ICEX is responsible for the international promotion of Spanish food, beverages and gastronomy (www.foodswinesfromspain.com).



- 17.2. The Economic & Commercial Office of Spain in Guangzhou.** The Economic & Commercial Office of Spain in Guangzhou is a diplomatic service, integrated in the Consulate General of Spain in Guangzhou. The Office is responsible for promoting trade and investment between Spain and the provinces of Fujian, Guangdong, Guangxi, Guizhou, Hainan, Hunan and Yunnan. It is also tasked for the promotion of Spanish food, beverages, and gastronomy in China in the framework of this Project.
- 17.3. European Regional Development Fund (ERDF).** This project can be subject to financing of the European Union through the European Regional Development Fund. The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013¹, and, in particular, the following:
- 17.3.1.** In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.
- 17.3.2.** In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

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

**Aitor J. Mate Rincón
Chief Economic & Commercial Counselor
Economic & Commercial Office of Spain in Guangzhou**

Guangzhou, P.R. China, on the date included in the signature

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006.
<http://data.europa.eu/eli/reg/2013/1303/2020-12-29>

