

RESTAURANTS FROM SPAIN 2023: COMMUNICATION CAMPAIGN BRIEF

ICEX Spain Trade and Investment, E.P.E. (ICEX), represented by the *Spanish Embassy Commercial Office in Germany*, invites qualified PR/Event Management/Communication Agencies to submit a **proposal** to support the Embassy of Spain - Commercial Office in Germany, the Client, in the promotion of RESTAURANTS FROM SPAIN certification in Germany during 2023.

ICEX is a public business entity ascribed to the Ministry of Industry, Trade and Tourism of the Government of Spain, via the Department of Trade, whose mission involves promoting the internationalization of Spanish companies.

1	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. Q2891001F	
2	Case Number:	X027-03-2023	
3	Scope of the contract:	To appoint a PR/Event Management/Communication Agency to plan, organize and manage the 'RESTAURANTS FROM SPAIN' communication campaign for 2023 in Germany. The campaign will promote an image of the highest quality, authenticity and sustainability for the certified Spanish restaurants in Germany with ICEX quality certification RESTAURANTS FROM SPAIN among Press , Social Media and opinion creators (ie influencers or similar).	
4	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email textcolor: textcolor: textc	

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TERMS OF REFERENCE

1) SCOPE OF THE CONTRACT

To appoint a PR/Event Management/Communication Agency to plan, organize and manage the RESTAURANTS FROM SPAIN quality certification communication campaign for 2023 in Germany.

The campaign will promote an image of the highest quality, authenticity and sustainability for the certified Spanish restaurants in Germany with ICEX quality certification RESTAURANTS FROM SPAIN among Press, Social Media and opinion creators (ie influencers, Food Bloggers or similar).

During 2022, an advertising campaign has been carried out to inform B2B and B2C media (Weinwelt, Chefs and Feinschmecker) about the launch of the Restaurants from Spain project and about the restaurants certified until then.

By 2023, the promotional campaign will focus on direct support for certified restaurants, with the aim of increasing their visibility among potential customers and communicating the added value of being certified.

The instruments to achieve this objective are detailed in section 13.

The target audience will mainly include:

• Media (Online, Print), Opinion Leaders (Food Bloggers, Influencers, etc)

1.1. DESCRIPTION OF THE RESTAURANTS FROM SPAIN PROJECT

Under the premise that Spanish cuisine is considered a central axis in the promotion of Spain as a brand, ICEX España Exportación e Inversiones launched the <u>Restaurants From Spain</u> quality emblem to distinguish those establishments that outside Spain offer their diners not only Spanish products, but also authentic high-quality Spanish cuisine, with a unique and different image.

This is an international emblem awarded under the principles of objectivity, traceability and transparency, which acts not so much as a gastronomic criticism, but rather as a support and recognition instrument for restaurants that can then present themselves as world ambassadors for Spanish cuisine, thus becoming an example for future entrepreneurs and a benchmark for all those seeking the authenticity of our cuisine outside Spain.

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The certification process culminates with analysis and validation by a committee composed of institutions and sectoral associations strongly linked to Gastronomy such as the Royal Academy of Gastronomy; the Ministry of Agriculture, Fisheries and Food; FACYRE; the Regulatory Council for Sherry Wines; ANFACO; INTERPORC; the Spanish Wine Federation, the REPSOL Guide and the Ministry of Tourism in Castile-La Mancha.

All restaurants that carry the Restaurants From Spain emblem will share a feeling of Spanish gastronomy based on roots, product and quality. They will be differentiated as a recognizable concept of Spanish cuisine and will have a team of professionals, both in the dining room and in the kitchen, who will transmit our culinary identity in every detail.

Until March 2023 a total of 240 restaurants in 31 countries have been certified under the Restaurants from Spain project, expanding the emblem to markets as diverse as Belgium, Lithuania, Ireland, Switzerland, the United States, Mexico, China, Vietnam or Japan.

The certification, which will be renewed annually, has a direct and immediate impact on the HORECA channel by promoting greater knowledge of the restaurant in the country, boosting occupation and publicity for authentic, high-quality Spanish cuisine. Internally, the dining-room team are receiving specialized training in both gastronomy and Spanish wines, making it possible to expand the Spanish culinary offer available on the menu. At the same time, the emblem will make it easier for a greater number of suppliers of Spanish products to access the restaurant, and therefore the market, which will boost the presence of Spanish food and wines around the world.

More information about the project:

https://www.foodswinesfromspain.com/en/restaurants-and-shops/get-the-certification/home

Certified restaurants in Germany so far:

AGUILA im Hotel Asperg (Nähe Stuttgart); www.adler-asperg.de/de/restaurants/aguila

BAR RAVAL (Berlin) www.barraval.de

EL COLMADO (Alexanderplatz und Kudamm, Berlin) www.elcolmado.de

EL PATIO (Bonn) www.elpatio-bonn.com

LA COSITA (Balingen) www.cosita-balingen.de

LA TASCA FLAMENCA (München) www.latascaflamenca.com

ESTIMA CATALANA (Erfurt) www.estima-erfurt.de

DO RESTAURANT (Berlin) www.do-restaurant.com

LANDGRAF BASQUE (Walldorf) https://restaurant-landgraf-basque-walldorf.eatbu.com

CROKUS (Kallstadt) https://www.crokusrestaurant.de/

DER KLEINE SPANIER (Heidelberg) https://der-kleine-spanier.de/

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2) AGENCY PROFILE AND STAFFING REQUIREMENTS

2.1. Agency profile.

 PR/Event Management/Communication Agency with demonstrated expertise in the German food & beverage and gastronomy professional sector. Agencies must demonstrate their proven track record by providing examples of work completed in Germany.

The technical capability of the Agency shall be demonstrated by submitting examples of works of similar scale and scope, executed specifically in Germany in all or some of the last five years. Works submitted should indicate dates and location of execution and include examples.

- The Agency must have the human and material resources necessary for the successful execution of the campaigns outlined in this brief.
- Agencies that do not include all needed and requested documentation in their offer / proposal that meets all the agency profile requirements, will be excluded.

2.2. Agency staffing

The Agency must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Embassy of Spain - Commercial Office in Germany (the Client).

It is expected that the team leader assigned by the Agency to the contract has specific knowledge, professional expertise and at least 3 years' experience in the German food & beverage industry and gastronomy sector and in communication management. Any changes of key team members must be communicated in advance to the Client.

2.3 Agency financial requirements

All competing agencies will be required to demonstrate an annual turnover of at least 50,000 € in the best of the last 3 (three) tax years (2020, 2021 and 2022).

3) AGENCY RESPONSIBILITIES

• Production of a post-campaign report before the end of December 2023.

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- Elaboration of a concept strategy for the whole campaign under the principles of the RESTAURANTS FROM SPAIN certification program and the contents and image from ICEX FOOD AND WINES FROM SPAIN.
- Execution of the program proposal under the Technical Specifications of point 13 including the graphic design and contents for each action.

Evaluation of impact following each action mentioned at the program proposal.

4) BUDGET

The maximum available budget for the contract is **72.000 €** (VAT excluded), inclusive of all expenses (such as local transportation, postage, courier costs and any other expenses related to the service provision) and agency fees.

The economic proposal will be evaluated based on the offered price, excluding VAT, which must be clearly described in the economic offer.

Under no circumstances can the budget be exceeded, neither in terms of the amount of the contract.

If any activity is not carried out, it will not be paid and the proportional part of the fees will be reduced.

5) ESTIMATED CONTRACT VALUE

The estimated total contract value is 72,000 €.

6) <u>TERM</u>

The described services in the contract will run from the date the agreement is signed by both parties until 31st December 2023. The contract is expected to be signed in June 2023. Once the contract expires, it cannot be renewed.

7) INVOICING AND PAYMENTS

Invoices should be addressed to:

ICEX España Exportación e Inversiones E.P.E. Paseo de la Castellana 278, 28046 Madrid, Spain

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VAT Q-2891001F

But dispatched to:

Spanische Wirtschafts- und Handelsabteilung Abteilung Lebensmittel Jägerhofstr. 32 40479 Düsseldorf

The Agency invoice will contain the following elements:

Company letterhead / logo Address Date Invoice number Ust-IdNr. Description of the item/s Total amount due

- No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval of the Client.
- The assignment of the contract is not allowed.

8) PROCEDURE

This briefing will be circulated to multiple agencies and will be published on the website of the Economic and Commercial Office of Spain in Germany.

Agencies interested in bidding may contact ICEX (exclusively to tenders@icex.es) with any questions about the brief up to Juin 12th 2023 at 24:00h (Madrid time).

Please note that any expenditure incurred by candidate agencies in the preparation of the proposals presentation and quote will be at the expense of those companies involved. Submission of the offer will not generate any fees or reimbursement of any type of expenses.

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<u>Submission of an offer and participation in this tender implies the Agency's express acceptance of all the points contained in this briefing.</u>

The proposal needs to be sent via email only and exclusively to tenders@icex.es by Juin 16th 2023 at 24:00h (Madrid time).

All files should not exceed 4MB in size if sent as attachment. A file transfer service should be used for larger files.

The proposal documents will need to be presented in English in PDF format.

All competing agencies submitting a proposal should be aware that ICEX Legal Services department will first review the documentation submitted by each agency to ensure compliance with the requirements of this brief. After verifying their compliance with these prerequisites, the technical offer (work proposal) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer will be opened and evaluated. The price contained in the economic offer will not be known until that moment.

A decision will be made as soon as possible after the proposal due date. The decision will be officially notified via email and published on the Client's portal to enable the selected agency to begin work promptly.

Proposals not submitted within the deadline will be excluded.

Non-compliance with any of the requirements established in the present briefing will result in the disqualification of the Agency concerned.

Proposal submission must be divided into 3 (three) separate PDF documents (ANNEXES) detailed as follows:

ANNEX I. Economic and technical solvency. PDF file

- ✓ Agency solvency report. provide communication and PR projects of similar scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** for the best of the last three tax years (2020; 2021, 2022) in order to meet fiscal solvency criteria.
- ✓ Professional profile and background of the designated staff. Include a detailed

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description of the roles of the proposed team and their respective <u>detailed</u> <u>resumes in excel (Document A – Excel file template)</u>.

Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

Agencies not satisfying any of the stipulated solvency criteria, will be excluded from the tender and their offers will not be evaluated.

ANNEX II. Technical Proposal. PDF file

✓ **Technical proposal**: Detailed work proposal <u>without any reference to prices</u>, and work plan for the different elements considered in this brief (SECTIONS 4 and 13)

The offers must include a proposed **action plan (Document B)** with a timeline and a detailed breakdown of the actions.

The Agency will be responsible for carrying out whatever tasks are necessary for the correct execution of the activities specified in this request.

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, technical proposal will be assigned a score of 0.

ANNEX III. Economic Proposal.

- ✓ Economic proposal (The Agency price for work requested and proposed stated in
 €) Document C (excel file template).
- ✓ ICEX will evaluate tenders based on the offered Agency total price (excluding taxes) for executing the requested work.
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the maximum available budget (72,000 €, excluding taxes), will automatically be disqualified.

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9) EVALUATION CRITERIA

All proposals will be evaluated and compared on equal terms using the following criteria and weighting:

EVALUATION CRITERIA	Points (Max.)
I. Total budget	Up to 20 Points
ICEX will evaluate the amounts of all activities proposed by the various competing agencies. ICEX will classify as fees, if necessary, not only the amounts declared as such by the agency, but also other amounts that have been allocated by the agency to individual activities but are considered fees.	
- ICEX awards the maximum number of points (20) to the Financial Proposal with the lowest fee percentage in relation to the total amount (excluding taxes). ICEX awards the proportional score to the other Financial Proposals.	
- The Financial Proposals must use the maximum available budget (taxes excluded) without exceeding it. Financial Proposals that exceed the maximum available budget for the contract (taxes exclusive) will not be considered.	
II. Technical proposal	Up to 80 points
(The proposals that do not receive at least 20 points in this section will be automatically excluded)	
II.1. Technical proposal: strategy and content of the promotional activities to publicise the certified restaurants and the Restaurants from Spain project, among Press, Social Media and opinion creators (ie influencers, Food Bloggers or similar).	70

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ICEX will evaluate the quality of the proposed Content Plan with a maximum of 70 (seventy) points. ICEX will assess the quality and the extent to which the proposed content plan most efficiently meets the objectives of the Campaign; the quality, feasibility and scope of the specific actions proposed; as well as the	15
means to meet the proposed objectives. ICEX will award each of these elements the following score:	15
II.1.a. Conceptual approach of the proposed activities. The marketing strategy adopted for the implementation of the proposed activities will be evaluated, and its knowledge of the market will be assessed (15 points).	40
II.1.b. Technical quality of the proposed activities. The procedures and means used to carry out the proposed activities, i.e. the professional level of preparation, implementation and monitoring of the activities, will be assessed. (15 points)	
II.1.c. Effectiveness of the proposed activities in achieving the objectives set. The level of efficiency of the proposed activities in achieving the objectives of the campaign in this market will be assessed. (40 points, see explanations Below)	
Specifically, the following will be taken into account:	
The effectiveness of the proposed media plan and activities in RRSS, with Foodbloggers and Influencers to raise awareness of the participating restaurants among their potential clientele. The media plan presented will be evaluated based on the positioning of the selected publications in the regions where the certified restaurants are located. The proposed Foodbloggers and Influencers will be assesed based on their number of followers and their involvement in gastronomic content. Score 25	
The degree to which the proposal offers positive reinforcement and reflects contemporary ideas about Spanish food and gastronomic culture, including an image of quality, authenticity and sustainability, will be evaluated Maximum score 15	
II.2. Technical proposal: Innovations and improvements	
ICEX will evaluate the innovations or improvements of the Technical Proposal with a maximum of ten (10) points.	10

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ICEX will evaluate those elements of the proposal that represent notable innovations or improvements in the conception or execution of the Campaign, e.g. innovative content proposals, innovative forms of communication and other elements not considered in this document.

The amount of any innovation or improvement must be included in the proposed budget and must not involve an additional cost.

The elements of the proposals - other than price- will be scored as follows:

0% of allocated points	Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated.
50% of allocated points	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.
75% of allocated points	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.
100% of allocated points	Exceeds the requirements. The proposal proves that the agency 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.

Financial proposals will be evaluated to determine whether they can be <u>considered</u> <u>disproportionate or anomalous</u>.

Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
- The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, the

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Client will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

Tiebreaker criteria

In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the following social criteria in order, referred to at the end of the deadline for submitting offers:

- a) 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, the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in a situation of social exclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.
- d) The draw, if the application of the above criteria had not resulted in a tiebreaker.

The supporting documentation for the tiebreaker criteria referred to in this section will be provided by the bidders at the time the tie occurs, and not previously.

10) OBLIGATIONS

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.

Specifically, the Agency shall be responsible for:

- Ensuring that both the development and the result of the services/work which
 it has been contracted to carry out comply with the quality specifications
 required by ICEX.
- o 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.

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The processing of any information and data made available to it.

Only the activities, budgets and procedures included in the Contract will be binding for the Parties.

11) CANCELLATIONS

ICEX reserves the right to unilaterally terminate the Contract if the services are not performed in accordance with the instructions received from ICEX, 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 the above is without prejudice to any claims for damages that might arise.

Force Majeure or restrictions imposed by the Authorities

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of the contract that bring their cause in cases of *force majeure* or restrictions imposed by the Authorities. The duties of the contract will be considered suspended while 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.

Cancellation or postponement of activities

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

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

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12) INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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.

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.

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13) TECHNICAL SPECIFICATIONS (PROGRAM PROPOSAL)

THE KEY ELEMENTS

- 1. Publication of articles in traditional, paper and digital media. General and specialized gastronomy media are included.
- 2. Collaboration in social networks with influencers and food Bloggers. The appointed agency may propose strategies and content to improve engagement.

Collaboration with an online restaurant reservation platform that promotes the Spanish restaurants will be positively valued as a relevant contribution.

The Spanish Embassy Commercial Office will support the Agency when liaising with the Spanish certified restaurants in Germany or any other required party if/when needed to ensure good levels of communication are maintained throughout.

When liaising with local media or any other third party required for this Campaign, the Agency will be responsible for sending those communications using its own agents database.

It is the responsibility of the Agency to ensure that its database is comprehensive. The Agency will also have access to the Client's agents database. The Agency will monitor replies and follow-up on the invitations as required to ensure maximum attendance.

14) EUROPEAN FUNDING

The activities contemplated under this briefing may be subject to European Union's financing.

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 will
appear in an obvious and noticeable way.

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 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.

15) CONTRACT AND JURISDICTION

Once the Agency has been selected, a contract will be signed between ICEX and the Agency.

German substantive law shall apply to the content of this tender.

All disputes arising from the contract, including those concerning its validity, shall be settled by an arbitral tribunal in accordance with the Rules of the German Institution for Arbitration Jurisdiction (DIS Deutsche Institution für Schiedsgerichtbarkeit), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall also decide on the validity of this arbitration and conciliation clause, and in case of invalidity of the arbitration and conciliation clause para. 139 BGB shall not apply. The place of the arbitration proceedings shall be Düsseldorf and the language of the arbitration proceedings shall be German.

Düsseldorf, on the date included in the signature

Manuel Ledesma Sánchez Wirtschatfs- und Handelsrat Spanische Handelsabteilung in Düsseldorf Spanische Botschaft in Deutschland

ICEX Board of Directors
By Delegation (Resolution of September, 30^{th} 2021; BOE [Official State Gazette] as of October, 11^{th} 2021)

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ANNEX I. Economic and technical solvency.

- ✓ Agency solvency report. provide communication and PR projects of similar scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** for the best of the last three tax years (2020; 2021; 2022) in order to meet fiscal solvency criteria.
- ✓ Professional profile and background of the designated staff. Include a detailed description of the roles of the proposed team and their respective <u>detailed</u> resumes in excel (Document A Excel file template).

Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

Agencies not satisfying any of the stipulated solvency criteria, will be excluded from the tender and their offers will not be evaluated.

ANNEX II. Technical Proposal. PDF file

Technical proposal: Detailed work proposal <u>without any reference to prices</u>, and work plan for the different elements considered in this brief (SECTIONS 4 and 13)

The offers must include a proposed **action plan (Document B)** with a timeline and a detailed breakdown of the actions.

The Agency will be responsible for carrying out whatever tasks are necessary for the correct execution of the activities specified in this request.

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, technical proposal will be assigned a score of 0.

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- ✓ Economic proposal (The Agency price for work requested and proposed stated in €) – Document C (excel file template).
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