

ORGANISATION OF THE WINE COMPETITION

“WINES FROM SPAIN - AWARDS”

BRIEFING/ CONTRACTUAL CONDITIONS CALL FOR BIDS FROM EU COMPANIES

NOVEMBER 2023

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN DÜSSELDORF (GERMANY)



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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented in Düsseldorf (Germany) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office), invites qualified companies (hereinafter, the company), to submit a proposal to support the Office in the successful organisation and media coverage in Germany of the wine competition “WINES FROM SPAIN AWARDS”

ICEX is a public corporation that is part of the Ministry of Industry, Trade and Tourism 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 companies and support their internationalization as a way to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in Germany through the Economic and Commercial Office in Düsseldorf.



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.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Case Number:	X027-16-2023
3.-	Scope of the contract:	To select a specialised company with the capacity to successfully organise a wine competition in 2024 of the characteristics described below in the requirements and conditions as well as the capacity to publish the results of this competition in the specialised media in Germany, to make these results available to the international media for coverage and to hold a presentation of the award-winning wines at the Prowein Fair.
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by December 11th 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. TERMS OF REFERENCE

ICEX, the Spanish Company 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 Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es) 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.

Since its foundation, ICEX has played an important role in the modernisation of the Spanish economy. ICEX's original mandate was to promote the export of Spanish products to international markets, and it has had much success, gaining a great deal of experience in the pursuit of this objective. The current catalogue of promotional activities includes: the organisation of trade missions, events promoting Spanish produce, aiding the participation of Spanish companies at international trade fairs, and market research and reports, amongst other services.

Furthermore, ICEX has gradually developed other products and services, aimed not only at supporting exporters but also at others involved in the international distribution chain for Spanish products, such as importers, distributors, and members of the press.

Thanks to ICEX's success and Spain's increasing integration into the international economy, ICEX's mandate has been extended and updated to also include boosting the competitiveness of Spanish companies, especially SMEs, and attracting direct foreign investment to Spain.

To achieve its mission, ICEX has an extensive network of professionals who specialise in this field. These professionals work at ICEX's headquarters in Madrid, at the 31 Territorial and Provincial Trade Offices based in different Spanish cities and at the almost 100 Economic and Commercial Offices established in Spain's Embassies and Consulates worldwide.

ICEX SPAIN TRADE AND INVESTMENT, E.P.E. ("ICEX"), in collaboration with the Economic and Commercial Office of the Embassy of Spain in Dusseldorf ("OFECOMES Dusseldorf"), is organising this public tender to receive bids for the organisation of the international wine competition WINES FROM SPAIN AWARDS that will allow us to select a specialised company capable of achieving the objectives set by ICEX for this wine competition.



2. SCOPE OF THE CONTRACT

Scope of the contract

Throughout its history, ICEX, and specifically the Food Industry Division, has organised competitions awarded to distinguish products, mainly wines, which have served as an instrument for the promotion and internationalisation of Spanish products and companies in the food industry. In the past, these Spanish wine competitions were organised in each of the main export markets.

ICEX has established in its promotion strategy the objectives of unifying the image, discourse and communication of the competitions and awards at an international level as well as the centralised dissemination among Spanish companies. The promotion of the award-winning products in these centralised competitions will continue to be carried out in each of the target markets.

In line with this strategy, this call for tenders is launched to select a specialised company, during 2023, with the capacity to successfully organise a wine competition of the characteristics described below during 2024 as well as the capacity to publish the results of this competition in the specialised media in Germany, to make the results available to the international media for coverage and to hold a presentation of the award-winning wines at the Prowein Fair 2025.

The wines awarded in this competition, which will be called “Wines from Spain Awards”, will be promoted by ICEX in the different target markets with its own means and instruments of promotion in these markets.

Goals of the “Wines from Spain Awards”

The main objective of ICEX organising a Wines from Spain (WfS) Awards competition is to promote the image and commercialisation of quality Spanish wines in the relevant wine markets worldwide, such as the United States of America; the United Kingdom, Germany, Switzerland and the Netherlands in Europe, and Japan in Asia, through the promotion of the wines awarded in the competition.

The specific objectives to be pursued by the bidding company are to establish an international competition of Spanish wines whose awards will achieve great international professional recognition, so that it will be a useful instrument of international promotion and, thanks to the prestige it achieves, it will largely ensure the participation of quality Spanish wineries in the future.

Content of the proposal for the WfS Awards competition

ICEX will be in charge of inviting the wineries in Spain to participate and will be responsible for communicating them to the company awarded the tender.

Once the minimum number of wineries required for the competition has been reached, the company contracted will start the organisation of the competition according to the proposal submitted.

For this tender a proposal for the WFS AWARDS will have to be submitted including:



1.- Proposal for the organisation of the WfS Awards - Description of the organisational phases of the competition indicating in detail the following points

- Logistics and software infrastructure available.
- Coordinators from within the company made available.
- Design and time schedule of the WFS Awards competition
- Regarding the wines that may participate:
 - Proposal of categories for the participation of wines
 - Proposed awards
- Regarding the organisation and invitation of an international Jury the proposal will have to show and include the following points:
 - Capacity to organise an international jury with professionals from the most important wine markets.
 - ICEX will validate the proposal of proposed international juries.
 - The bidding company will have to pay the travel and accommodation costs of the international jurors travelling to the tasting place.
 - ICEX will not pay fees to international jurors for their participation in the WfS Awards.

2.- Publication of the awarded wines of the WfS Awards

The proposal must include 3 sections:

2.1. Proposal for media coverage in Germany. A specific proposal will be included for dissemination in specialized media in Germany, both print and digital, which will publish the results before the Prowein Fair, at which, as indicated in the following point, we wish to present the award-winning wines of these WFS Awards.

2.2.- Proposal for making the results available in digital form for direct publication on the FWFS portal (www.foodswinesfromspain.com).

2..3 Proposal for a system for making the tasting data and results of the competition available to ICEX offices for publication in whole or in part in the publications to be decided on in the international promotion campaigns for the winning wines.

3.- Presentation of the WFS AWARDS at the PROWEIN 2025 fair.

The bidding company is requested to submit a proposal for an activity or event that will allow ICEX to give visibility to the WfS Awards and its award-winning wines internationally during the Prowein fair.

4 Presentation of the wine competition WFS AWARDS to Spanish wineries at the BERCELONA WINE WEEK.

In order to give visibility and attract wineries to participate in the WFS AWARDS, the bidding company will present the competition project during the BWW 2024 (5-7 February 2024) in coordination with ICEX.



3. COMPANY PROFILES AND REQUIREMENTS

- a. **Company profile.** ICEX is seeking a Company with expertise for at least 3 years and organisational capacity and infrastructure for the organisation of wine competitions under the OIV (International Organisation of Vine and Wine) international wine competitions standards, or similar.

Companies must demonstrate their proven track record in organising wines competitions by providing examples of work previously completed.

The Company must have the human and material resources necessary for the successful implementation of the project outlined in this briefing.

- b. **Administrative requirements of the Company:**

Project references. The technical capability of the Company shall be demonstrated by submitting examples of works of similar scale and scope, that is international wine competitions under OIV standards, or similar in all or some of the last three years (2021, 2022, 2023). Works submitted should indicate dates and location of execution and include examples of the following:

Project resources. The Company must demonstrate that it possesses both the tangible and intangible resources necessary for the successful implementation of the campaigns described in this briefing.

To enable an effective evaluation of the capacity to undertake the WfS AWARDS competition and the conditions of this tender, the Company must detail all technical resources to be deployed (such as facilities, work equipment, software or any other element that ICEX may need to assess this aspect) and the CVs of the core team that responsible for the project.

The requirements set below for the staffing are **mandatory**. Companies that do not present in their offer a team that meets 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.

The role of each team member assigned to the campaign's different programme areas must be **clearly** specified in the Company proposal. In addition, their **detailed** CVs must be included in the proposal (see annex I).

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 Company 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 Company to each of the contracts have specific knowledge of and professional expertise in wine competitions 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, with each member exclusively responsible for only one of the following roles:

- **Senior Company Manager:** Senior Company member exclusively responsible for the planning, organisation, and overall implementation of the programme. This person should have a minimum 5 (five) years of verifiable experience in senior management positions.
- **Senior Event Manager:** Company member exclusively responsible for the planning and implementation of the organizations and actions described in the Technical Specifications of the briefing. Will be responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. Must have a minimum of 5 (five) years' experience in organising wines competitions and events with strong organisation and coordination skills.
- **Programme Administrative Coordinator:** Designated team member, with a minimum of 2 (two) years' experience in in organising wines competitions and events.

Financial solvency. All participating companies must submit a solvency report that includes the financial accounts for the **last three financial years** (2019-20, 2020-21, 2021-22). 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 € 300.000 EUR.

If it is not possible to prove economic and financial solvency by means of annual turnover, the tenderer may accredit such solvency by providing an undertaking to take out professional risk liability insurance for an amount equal to or greater than €300.000 EUR.

Where the Company tendering will be sub-contracting or engaging in a joint venture with another Company or other Companies for the purposes of this contract, the financial requirements specified above will apply to the Companies jointly, not singly.

Non-compliance. Failure to comply with any of the requirements set out in this section will result in the disqualification of the Company in question. However, ICEX allows participating Companies to demonstrate compliance with the requirements set out in this briefing by subcontracting companies 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, Companies 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 companies involved.

Mandatory special condition for the execution of the contract. As a special mandatory condition for the execution of this contract an environmental approach must be respected, including

Correct waste management. The waste generated in the performance of the contract shall be separated according to the performance of the contract in accordance with the system of waste collection established by law and special waste will be managed through a collection centre or an authorised waste manager.

Environmental safety of printed material. The successful tenderer shall ensure that the printed material for the execution of this activity is printed on paper made from wood from sustainable forestry operations or recycled wood in accordance with current German regulations and that the inks used in the graphic works are non-polluting.

4. CONTRACT TERM, APPLICABLE LEGISLATION AND JURISDICTION

3.1. Contract Term

The contract will be in force from the date of signature until completion of the services contemplated therein in March 2025.

The contract may be extended for one more edition of the WFS AWARDS competition to be held every two years.

Contract

- From January 2024 until publication of results and presentation at Prowein March 2025.
- Max. Budget contract 200.000€ taxes excluded

First Extension

- From January 2026 until publication of results and presentation at Prowein in March 2027.
- Max. Budget extension 200.000 € taxes excluded

A maximum of 1 (one) renewal of the main contract will be considered.

Renewals cannot be tacit.



Price revisions will not be allowed.

Each renewal will be signed by both parties.

3.2 Applicable Legislation and Jurisdiction

- a. **Campaign contract.** Once the successful company has been selected, a **contract will be signed between ICEX and the Company** (hereinafter referred to as the Contract) which will include copyright and intellectual property clauses, activities to be carried out, payment terms and conditions, and other details.
- b. **Applicable legislation.** 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.

5. CONTRACT BUDGET

Base tender budget.

The total **maximum available budget** for the contract is **€200.000,00 EUR** (excluding taxes), inclusive of Company fees, and any third-party expenses.

Contract

- From January 2024 until publication of results and presentation at Prowein March 2025.
- Max. Budget contract €200.000 EUR Taxes excluded.

First Extension

- From January 2026 until publication of results and presentation at Prowein in March 2027.
- Max. Budget extension €200.000 EUR Taxes excluded.

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

Services provided by Germany-based companies are subject to the reverse charge and **will not attract VAT**, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of Germany VAT.

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



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 extension (2026), excluding any applicable taxes.

According to the latter, the total **estimated total contract value** of these contracts is of a maximum of €400.000,00 EUR,

Contract. (2024)	€200.000 EUR.
First Extension (2026)	€200.000 EUR.

6. PAYMENT AND INVOICING

- a. **Contract amount.** The parties will only be bound by the content and amount stated in the Contract. The Company should not incur any expenditure on behalf of ICEX prior to the date of signature of the corresponding contract and without prior approval from ICEX, represented by the Spanish Economic and Commercial Office in Düsseldorf.

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 under section 14 of this document.

- b. **Invoices and reporting.** The company will establish a timeline for the organisation of the competition which will include the date on which ICEX is committed to communicate whether it has the minimum number of wines registered to go ahead with the competition or to cancel it. In the case that the competition does not take place, the company undertakes not to charge ICEX any costs. Once it has been agreed that the competition will be held with the wines registered for the same, the invoicing of the amount will be made in instalments in accordance with the full completion of each of the activities according to the economic proposal presented and which will be set out in the contract:

First instalment of invoicing. Invoice until 31 December 2024 at the latest - organisation and tasting of the wine competition and delivery of the tasting data and evaluations of the awarded wines.



Second billing instalment - until March 2025, after publication of the specials in print and digital media in the German media.

Third billing period - until March 2025, after the conclusion of the event or presentation of the award-winning wines at the Prowein trade fair as final payment.

c. Invoice details.

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:

Spanish Economic and Commercial Office,
Wine Dept.
Jägerhofstr. 32
40479 Düsseldorf
Germany

d. Assignment of the contract. Assignment of the contract to a third party is not permitted.



7. CONTENT OF PROPOSALS

- a. **Content of proposal.** Participating Companies must submit a proposal including **three (3) separate documents** (1.-Administrative Requirements; 2.-Technical Proposal and 3.-Financial Proposal), as detailed below. Proposals that do not include all these documents will be considered incomplete and will therefore be excluded.
- b. **Document 1: Administrative requirements for the Company (in PDF format).** All Companies submitting bids must provide an electronic file in PDF format (See Sec. 7 Company Profile and Staffing requirements and Annex I - Economic and Technical Solvency), containing the following documents:
- **Letter of acceptance.** All participating Companies must submit a letter of acceptance, signed by a legal representative of the company, accepting each and every one of the terms and conditions stipulated in these specifications.
 - **Project references.** The dossier must detail projects of similar scale and scope.
 - **Team members.** All participating Companies must submit a letter confirming that the team assigned to the project fulfils the requirements established in Clause 3.b. without including any CVs (which must be included in Document 3)..
 - **Financial solvency.** All participating Companies must submit **financial accounts for the best of the last three (3) financial years** (2019-20, 2020-21, 2021-22).

Companies not satisfying any of the requirements above will be excluded from the tender.

- c. **Document 2: Technical proposal of the Company (in PDF format).** All applicants must submit a detailed proposal for each campaign (See Sec. 1 - Plan of Action, Sec. 11 - Evaluation Criteria and Annex II - Technical Proposal), 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 2 will not be considered and will automatically be excluded from the tender process.



If the proposal submitted simply states that the Company 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.

d. **Document 3:**

- **Financial proposal for the tender (MS Excel file).** All participating companies must submit a financial proposal, including a detailed project budget and a breakdown of all costs, as per the table in Annex III (Excel file) of this brief. Taxes, if applicable, must be indicated in a separate section of the proposal. Proposals that exceed the base tender budget excluding taxes, as indicated in clause 5, will not be considered.
- **Project technical and human resources.** The dossier must detail the human resources available for the project. In its proposal, the Company must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications 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.

The requirements set out in this section are mandatory, and companies that do not propose a team that meets all these requirements will be excluded. While the Company 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. ICEx expects all key Team members assigned to the contract by the Company to be committed to the campaign for the duration of the contract.

In the proposal, the Company must detail the role of each Team member assigned to this project. In addition, a detailed CV for each should be included, in line with the model included in Annex I (MS Excel file).

As any change in the key Team members assigned at the beginning of this project could affect the way it is run, express prior authorisation must be obtained from ICEx for any such amendments.



8. PRESENTATION OF PROPOSALS

- a. **Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in Düsseldorf, will published on the <https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/DE/inicio>
- b. **Submission of proposals.** Companies wishing to take part in the tender process must send the following documentation, in digital format, to the following e-mail address **ONLY:** tenders@icex.es, **by 09:00 am CET on Monday 11th. December .2023.** Proposals not submitted by the deadline will automatically be excluded.
 - i. **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 Companies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.
 - ii. **Costs.** All costs incurred by the participating companies in the preparation of proposals, submissions and quotations will be borne by the companies themselves. Bid submission will not entail the payment of any fee or the reimbursement of any expenses by ICEX.
 - iii. **Language.** Proposal must be written and submitted in English or Spanish.
 - iv. **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 Company.
- c. **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.



- d. **Clarification of proposals.** ICEX may invite participating Companies 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.
- c. **Conformity of proposals.** All companies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each Company 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 Company in question.
- f. **Evaluation of proposals.** Document 1 (Administrative Requirements) will be opened and evaluated first. Once it has been verified that the participating Company complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated and assigned a score. Finally, document 3 (Financial Proposal) will be opened, evaluated and assigned a score. Therefore, the financial proposal will not be known until this final stage.
- g. **Selection of the company 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 companies will be notified of the decision by e-mail, and that decision will be published on the on the Düsseldorf's Office website, to enable the successful Company to commence work as soon as possible.
- h. **Contact persons.** Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by **09:00 CET on Dezember 4th, 2023**. In the interest of fairness, questions posed by participating companies, as well as the answers provided by ICEX, may be shared with all other participating companies.



9. EVALUATION CRITERIA

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

TABLE 1. Evaluation criteria	
Evaluation Criteria	Scores (maximum)
I. Financial proposal	30
<p>Bid price scoring will be assigned according to the following criteria (only for bids not considered disproportionate or anomalous):</p> <ul style="list-style-type: none"> - Most economical offer receives maximum score. - Rest of the offers will have the following formula applied: <i>points per offer = (price of the most economical offer / price of each offer) x maximum score (30)</i>. - The Company must present the budget clearly according to table in Annex III. 	
II. Professional team assigned to the project	5
<p>Senior Company Manager: Senior Company Manager member exclusively responsible for the planning, organisation, and overall implementation of the programme. This person should have a minimum 5 (five) years of verifiable experience. 0.5 points per additional year, up to a maximum of 2 points.</p>	2
<p>Senior Event Manager: Company member exclusively responsible for the planning and implementation of the organizations and actions described in the Technical Specifications of the briefing. Will be responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. Must have a minimum of 5 (five) years' experience in organising wines competitions and events with strong organisation and coordination skills.</p> <p>0.5 points per additional year, up to a maximum of 2 points.</p>	2



<p>Programme Administrative Coordinator: Designated team member, with a minimum of 2 (two) years' experience in in organising wines competitions and events.</p> <p>0.2 points per additional year, up to a maximum of 5 points.</p>	1
III. Technical Proposal	65
<p>ICEX will award a maximum of 65 points to the quality of the proposed Technical Proposal: III.1_60 points + III.2_5 points</p> <ul style="list-style-type: none"> - 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 30 points for component III.1 will automatically be excluded. - ICEX will assess Technical Proposal responses as follows: <ul style="list-style-type: none"> 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. 0% of the maximum score Partially compliant. The proposal shows that the Company 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 Company 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 	



III.1. Technical Proposal:

60

ICEX will award a maximum of **60 (sixty) 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 is proposed the objectives set be met. ICEX will award points to each of these elements as follows:

Overall assessment (innovation, alignment with the campaign objectives, etc.) of the activities in the promotional campaign within the maximum budget assigned.

The technical proposal provided will be assessed as follows:

1.- Proposal for the organisation of the WfS Awards - Description of the organisational phases of the competition indicating in detail the following points

40

- Design and time schedule of the WFS Awards competition. (Degree of adequacy will be valued up to a maximum of **20 points**.)

- Logistics and software infrastructure available. Coordinators made available. (Degree of adequacy will be valued up to a maximum of **10 points**.)

-Regarding the wines that may participate: Proposal of categories for the participation of wines / Proposed awards (Degree of adequacy will be valued up to a maximum of **5 points**.)

-Regarding the organisation and invitation of an international Jury the proposal will have to show and include the capacity to organise an international jury with professionals from the most important wine markets. (ICEX will provide a maximum of 3 jury proposals for each country targeted by the international promotion.) Degree of adequacy will be valued up to a maximum of **5 points**.)

15

2.- Publication of the awarded wines of the WfS Awards

2.1. Proposal for media coverage in Germany. A specific proposal will be included for dissemination in specialized media in Germany, both print and digital, which will publish the results before the Prowein Fair, at which, as indicated in the following point, we wish to present the award-winning wines of these WFS Awards.

*Degree of adequacy will be valued up to a maximum of **5 points***

2.2.- Proposal for making the results available in digital form for direct publication on the FWFS portal (www.foodswinesfromspain.com).

Degree of adequacy will be valued up to a maximum of **5 points**.

2.3 Proposal for a system for making the tasting data and results of the competition available to ICEX offices for publication in whole or in part in the



<p>publications to be decided on in the international promotion campaigns for the winning wines.</p> <p>The presentation of the tasting results for promotion purposes in the languages of the target countries will be positively valued</p> <p>Degree of adequacy will be valued up to a maximum of 5 points.</p> <p>3.- Presentation of the WFS AWARDS at the PROWEIN 2025 fair.</p> <p>The bidding company is requested to submit a proposal for an activity or event that will allow ICEX to give visibility to the Wfs Awards and its award-winning wines internationally during the Prowein fair.</p> <p><i>Degree of adequacy will be valued up to a maximum of 5 points.</i></p>	5
<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 five (5) 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>	5
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 company 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 Company 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.
 - o Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied companies, with priority given, if the percentages are equal, to the company with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
 - o Lowest percentage of temporary contracts within the workforce of each of the tied companies.
 - o Highest percentage of women employed by each of the tied companies.
 - o If it is not possible to break the tie using the above criteria, lots will be drawn.



10. HIRING AWARD COMMITTEE

Members of the 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	Sonja Overhage-Mrosk	Deputy Head of Wines from Spain. ICEX Germany
Substitute	Jose Cases Pey	Head of Department – Industry Goods - ICEX Germany
Committee member	Laura Velasco	Head of Department - Foods & Wines from Spain. ICEX Headquarters
Substitute	Antonio Martínez Cestero	Head of Department – Consumer Goods. ICEX Germany
Committee member	Ana Rodriguez	Deputy Head of Foods and Wines from Spain. ICEX Headquarters
Substitute	Manuel Uzcanga	Head of Department – Foods of Spain - ICEX Germany
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 Company will be the Spanish Economic and Commercial Office in Düsseldorf. 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.

- a. **Technical quality.** The Company will be responsible for the technical quality of the work and services performed over the course of this contract. The Company 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 Company 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.

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

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

The Company 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 Company 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 Company or subcontracted by it.

The Company 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 Company for any liability that might be applicable.

- c. **Confidentiality.** The Company 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.

- i. The Company 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 Company will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Company or subcontracted by the Company.
- ii. The Company 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.
- iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Company for any liability it may incur.

12. CANCELLATIONS AND TERMINATION

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.

Cancellation or postponement of events. In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Company 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 Company 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.



Termination. ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Company in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Company 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

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism It is represented in Germany by the Spanish Economic and Commercial Office in Düsseldorf. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish companies and promote foreign investment in Spain.
- b. **The Spanish Economic and Commercial Office in Düsseldorf** is responsible for promoting trade and investment between Spain and Germany within its sphere of competence.
- n

Düsseldorf, on the date of signature

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

Manuel Ledesma

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



ANNEX I. Economic and Technical Solvency (Document 1)

PDF file + EXCEL file for Team Experience

See: Sec. 3 Company Profiles and requirements and Sec 7 Content of proposals, 7.b) Document1

- ✓ **Company solvency report.** Show promotional projects of similar scope executed in all or some of the last three years (2020, 2021, 2022).
- ✓ **Financial accounts** for the best of the last three tax years (2019-20, 2020-21, 2021-22).
- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective detailed CV's and fill out the Excel file below.
 - Senior Company Manager
 - Senior Event Manager
 - Programme Administrative Coordinator

Companies not satisfying any of the stipulated solvency criteria will be excluded from the tender.

WINES FROM SPAIN AWARDS - Germany 2023 Team Experience

Senior Company Manager	Start Date / Datum Anfang (mm/yyyy)	Ending / Datum Ende (mm/yyyy)	Description / Aufgabenbeschreibung
Experience 1	MM/YYYY	MM/YYYY	
Experience 2	MM/YYYY	MM/YYYY	
Experience 3	MM/YYYY	MM/YYYY	
	MM/YYYY	MM/YYYY	
Senior Event Manager	Start Date / Datum Anfang (mm/yyyy)	Ending / Datum Ende (mm/yyyy)	Description / Aufgabenbeschreibung
Experience 1	MM/YYYY	MM/YYYY	
Experience 2	MM/YYYY	MM/YYYY	
Experience 3	MM/YYYY	MM/YYYY	
Etc.	MM/YYYY	MM/YYYY	
Programme Administrative Coordinator	Start Date / Datum Anfang (mm/yyyy)	Ending / Datum Ende (mm/yyyy)	Description / Aufgabenbeschreibung
Experience 1	MM/YYYY	MM/YYYY	
Experience 2	MM/YYYY	MM/YYYY	
Experience 3	MM/YYYY	MM/YYYY	
Etc.	MM/YYYY	MM/YYYY	



ANNEX II. Technical Proposal (Document 2)

PDF file_ See:

Sec. 2. "Scope of the contract / Content of the proposal for Wines from Spain Awards";

Sec 7.c) Document 2 ;

Sec. 9.- Evaluation Criteria.- II Technical Proposal"

It is ONLY in the economic offer in Annex III that the Company will need to indicate costs of each service. No reference to costs may be included in Annex II. Proposals with costs in Annex II will not be considered.

Technical proposal: This should detail the work proposed to be undertaken in all project categories, including Company's strategy, means of implementation, all deliverables and work plan.

1.- Proposal for the organisation of the Wfs Awards - Description of the organizational phases of the competition indicating in detail the following points.

- Logistics and software infrastructure available.
- Coordinators/tasters from within the company made available.

- Design and time schedule of the WFS Awards competition

- Regarding the wines that may participate:
 - Proposal of categories for the participation of wines
 - Proposed awards

- Regarding the organisation and invitation of an international Jury the proposal will have to show and include the following points:
 - Capacity to organise an international jury with professionals from the most important wine markets. ICEX will provide a maximum of 3 jury proposals for each country targeted by the international promotion.

 - The bidding company will have to pay the travel and accommodation costs of the international jurors travelling to the tasting place.
ICEX will not pay fees to international jurors for their participation in the Wfs Awards.



2.- Publication of the awarded wines of the WfS Awards

The proposal of publication must include 3 sections:

2.1. Proposal for media coverage in Germany. A specific proposal will be included for dissemination in specialized media in Germany, both print and digital, which will publish the results before the Prowein Fair, at which, as indicated in the following point, we wish to present the award-winning wines of these WFS Awards.

2.2.- Proposal for making the results available in digital form for direct publication on the FWFS portal (www.foodswinesfromspain.com).

2.3 Proposal for a system for making the tasting data and results of the competition available to ICEX offices for publication in whole or in part in the publications to be decided on in the international promotion campaigns for the winning wines.

3.- Presentation of the WFS AWARDS at the PROWEIN 2025 fair.

The bidding company is requested to submit a proposal for an activity or event that will allow ICEX to give visibility to the WfS Awards and its award-winning wines internationally during the Prowein fair.

4 Presentation of the wine competition WFS AWARDS to Spanish wineries at the BARCELONA WINE WEEK.

In order to give visibility and attract wineries to participate in the WFS AWARDS, the bidding company will present the competition project during the BWV 2024 (5 -7 February 2024) in coordination with ICEX.

If the proposal submitted simply states that the Company can meet some or all of 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.



ANNEX III. Economic Proposal (Document 3)

Excel File

See: 9.-Evaluation Criteria I Financial Proposal

- ✓ **Economic proposal in EUR.** Provide an Excel file with a detailed budget, with a breakdown of all costs as per template below.
- ✓ ICEX will evaluate tenders based on the prices quoted, excluding taxes.

The tenders should include a breakdown in which the price quoted and taxes, if applicable, **must be clearly separated.**

- ✓ Proposals exceeding the **maximum available budget (€200.000 EUR) in total, (excluding taxes) will not be considered.**

BUDGET Wein aus Spanien Awards 2023
FINANCIAL PROPOSAL / FINANZIELLER VORSCHLAG (BUDGETPLAN)

Massnahmen. (Budgetlimit: 200.000 EUR)	Economic Proposal before taxes / Kostenvoranschlag exkl.Steuern	Taxes / Steuern	TOTAL
1.-			0 €
			0 €
			0 €
SUBTOTAL	0 €	0 €	0 €
2.-			0 €
			0 €
			0 €
SUBTOTAL	0 €	0 €	0 €
3.-			0 €
			0 €
			0 €
SUBTOTAL	0 €	0 €	0 €
4.-			0 €
			0 €
			0 €
TOTAL	0 €	0 €	0 €

✓

