



ICEX



CAMPAIGN TO PROMOTE THE COPA JEREZ UK NATIONAL FINAL 2024

**BRIEFING/CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM COMMUNICATIONS AND PR AGENCIES
JANUARY 2024**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON**

Eligible for co-financing from European Union Funds



Código: **14213655-51335031773FMLL6NJTH** Autenticidad verificable en: <https://serviciosmin.gob.es/arce>
Documento electrónico, página 1 de 23.

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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented in London (United Kingdom) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office), invites qualified communications and event marketing agencies (hereinafter, the Agency), to submit a proposal to support the Office in the efficient implementation, management, and success of the 2024 Copa Jerez UK National Final.

ICEX is a public corporation that is part of the Ministry of Economy, Trade and Business, 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 internationalisation as a way to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in the United Kingdom through the Office.

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:	X043-78-2023
3.-	Scope of the contract:	To select a marketing and wine specialist communications agency to deliver the efficient implementation, management, and success of the Copa Jerez UK National Final 2024.
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by January 29th 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

1.1. ICEX, the Spanish agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Economy, Trade and Business 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. Regarding the first of these objectives, ICEX has developed various informative, educational and promotional programmes to improve the tools available for enhancing the competitiveness of SMEs in foreign markets.

It has also been key in the expansion of Spain's direct foreign investment in international markets, coordinating the different policies and types of support provided by public entities in Spain to offer companies a broad range of assistance. Regarding the second objective, ICEX has played an important role in improving the business environment in Spain, analysing and adopting best practices in international trade, and therefore encouraging foreign investors to develop and expand their projects in 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.

1.2. Industry information

Spanish food and wine compete with the rest of the world for position and consumer recognition in the UK market. In the last decade Spain has positioned itself as a gastronomic trailblazer and as a leader in creativity and innovation.

Spain's gastronomy is varied, traditional, modern, and cross cultural, giving and taking from the world. Regional traditions are interpreted and reimagined. Famous chefs in Spain such as the Adrià Brothers, Ferrán and Albert; the Roca Brothers; and the king of grilling Víctor Arguinzoniz of Asador Etxebarri, are



joined in the UK by many excellent independent chefs creating exquisite Spanish cuisine in different regions of the country.

Spain offers an extensive range of world class **wines** crafted from indigenous and organically grown grape varieties, displaying the regional diversity of its 71+ protected designations of origin. With traditions in winemaking dating back to Roman times, and more acreage under vine than any other country, Spain today is the third largest producer of wine, the world leader in wine exports and the #1 leader in organic vineyards planted. Spain has a lot to offer consumers and it is a common belief amongst the wine trade that the country's wines will continue to perform well. In addition to classic reds from well-known regions such as Rioja, modern styles from areas such as Bierzo and Jumilla are proving increasingly popular, as are Spanish white wines from varieties native to regions such as Rías Baixas (Albariño), Valdeorras (Godello) or Txakoli. Together with the recent resurgence amongst foodies in the popularity of sherry (particularly in the on-trade), Spain is in a good position to continue this trend in the UK.

The British market is dominated by a limited number of large retailers that constantly demand quality at low prices from producers. In recent years these retailers have entered into a rather unhealthy price-war not only between themselves but also with those in the low-cost segment that does not provide a sound platform for the food and wine sectors.

Consequently, and without forgetting the importance of the major retailers which hold more than 75% of the market, it is also in other sectors such as the "Indis" (independent retailers), delicatessens and the catering sectors, that some countries including Spain are now finding new opportunities, especially for those foods and wines with a clear point of difference.

The UK has been an important export market for Spanish food and wines for many years and the British consumer readily associates the country with good value and quality. Now is the time to further develop established campaigns and activities. The idea is to maintain those that are working well and, if needed, introduce new ones that could move the category forward, with a focus primarily on the trade. Spain's gastronomy has been helping to position new denominations and styles of wines along with new food products, not only in the hospitality sector but also in the rest of the market.

Spanish gastronomy has undoubtedly become very popular in the UK, with a significant number of quality restaurants opening in London and around the country over the last ten years, Spanish chefs receiving plaudits in the media and their food being featured alongside them.

The result is that Spain is increasingly gaining the recognition it deserves as a source of quality products the market is now demanding. This in turn means that a range of these products is now being carried by both the major multiple retailers and independent delicatessens and wine merchants.

Sherry and it's place in the U.K.

The traditional wines produced in the region of Jerez in Spain, internationally known as Sherry Wines, are a very ample group of very distinctive fortified wines. The wide and varied range of Sherry Wines could be seen as a faithful reflection of the long history and friendly, welcoming character of the Andalusian people, who pride themselves on pleasing, and adapting to, their customers and visitors. Hence the frequent claim that there is a Sherry to suit every taste and every occasion.



Sherry Wines have sensory characteristics whose variations and nuances are rarely matched elsewhere in the wine world. They range from the extremely pale and dry Finos and Manzanillas to wines with different degrees of colour and sweetness such as Amontillados, Palo Cortados, Olorosos, creams or Pedro Ximénez.

All are wines produced from specific local grape varieties within the demarcated region of what is the oldest Denomination of Origin in Spain. Located in the southern peak of the Iberian Peninsula, the vines of the Sherry region grow on a very special white chalky soil called albariza, blessed by the Atlantic breeze. A very specific method of production, including prolonged aging in oak barrels, explains the enormous variety of styles and the very strong identity of these wines.

Though Sherry Wines have often been consumed as aperitif wines (specially the dry and semi-dry styles), as dessert wines or just as an all-purposes drink, the latest gastronomic trends are positioning Sherry as an outstanding wine for food. Its versatility, strong personality and wide range of styles make Sherry an incredible pairing option for dishes of any origin. Likewise, mixologists from all over the world are discovering Sherry as an incredible ingredient for original, high-quality cocktails. Simple mixing formulas (such as fino & tonic for example) are also an option.

Great Britain is the largest export market for Sherry Wines and its most traditional destination abroad. Sherry Wines have been part of the UK's wine market scene for centuries. However, the category is suffering a long-standing decline due to their consumers growing old and the perception by the general public that sherry is an old-fashioned product for "aunts and vicars". This is severely affecting the larger segment of sherry's consumer base (70+) and their preferred styles: cream, pale cream and medium. Sales of these sherries are made primarily in supermarkets and at very competitive prices, as they have to compete with cheaper local alternatives (British fortified wines).

At the same time, the very diverse range of products that form the sherry portfolio allows a progressive recruitment of new consumers amongst younger (35-60) wine aficionados, who are particularly interested in the drier styles: fino, manzanilla, amontillado... They are attracted by their uniqueness and authenticity (Spanish). Growth in this segment is not by any means compensating the loss in the larger part of the sherry market, but retail sales through wine specialists and restaurants allow higher prices and a much better consumer perception.

1.3. Scope of the contract

Background

Regardless of the communication efforts made by wineries for their respective brands of Sherry, the very specific and distinctive characteristics of Sherry Wines strongly recommend investing in generic communication. The Regulatory Council of the Denomination of Origin (Consejo Regulador) has been carrying out this sort of communication for many years, always with a great degree of coordination with the wineries that are members of the Sherry Shippers Association, FEDEJEREZ. This generic communication is particularly aimed at educating certain target groups with the capacity to influence wine consumers (sommeliers, trade press, retail, etc.) as well as at communicating the versatility of Sherry Wines and the very diverse ways in which it can be enjoyed to consumers.

In the case of the United Kingdom, various campaigns have been implemented in recent years, under the mottos "Sherry Wines. Like no other" (2019-2020), "Jerez Wines. More than Sherry" (2021-2022) and





“Fino for foodies” (2023), challenging the target audience to view the product in different ways, compared to the traditional aperitif role that Sherry has traditionally had in the UK market. Portraying a fresh and modern image, the campaigns focussed on the versatility of Sherry Wines, both with food as well as in cocktails, mixed with refreshing drinks, on the rocks, etc.

Find out more: <https://www.sherry.wine/> / <https://www.sherry.wine/sherry-uk>

In addition, the biennial **Copa Jerez Competition**, was launched in 2004 with the intention of spreading the word about Sherry Wines’ versatility and food matching potential. Copa Jerez is the largest gastronomic competition involving Sherry Wine and its recognition and prestige continues to grow.

Every two years, teams from Sherry’s largest markets are invited to take part in a first stage of preliminary heats in each of the countries. Candidate sommelier and chef teams from outstanding restaurants, submit their food and Sherry match to gain the chance of becoming the finalist team representing their country. Currently seven countries are invited to take part: Germany, Belgium, Denmark, Spain, the United States, Netherlands and the United Kingdom. The seven teams then go on to compete in the grand final in Jerez to find the perfect match of food and Sherry. During the finals teams recreate and explain their heat-winning gastronomic menus to a panel of judges drawn from the great names of international gastronomy. Past judges of the Copa Jerez International finals frequently include Josep Roca, Jancis Robinson, Pontus Elofsson, Juli Soler, Martín Berasategui, Juan Mari Arzak and Heston Blumenthal.

Find out more: <https://www.sherry.wine/copa-jerez>

Copa Jerez 2024 campaign objectives

This brief refers specifically to the design and implementation of the UK final of Copa Jerez 2024.

Overall Campaign Objectives

- To plan and develop the preliminary UK heats of the competition to select the British team (chef & sommelier) that will compete at the international finals in Jerez de la Frontera (Spain) in May 2025.
- To present Copa Jerez as one of the top international food and wine matching competitions, highly respected and revered by top Chefs and Sommeliers across the globe.
- To raise Copa Jerez’s profile amongst top professionals in the UK on-trade, trade press (both traditional and online) and social media.
- To position Sherry Wines as the perfect, quality wines from Spain to match with top gastronomy offerings. One of the fine wines of the world, with amazing possibilities for food pairings.

Social Media Objectives:

- To engage with the on-trade on social media. The aim will be to join online conversations on food, wine and gastronomy, with key sommeliers, chefs, journalists and other members of the trade identified as key targets to follow and tag.

The Consejo Regulador have a clear and defined international social media strategy for Copa Jerez. All seven national finals will have an integrated campaign strategy, with all items posted from the Sherry Wines global accounts for: [Instagram](#), [Facebook](#) and [YouTube](#). Content for the national finals is to be created by the agency and shared with ICEX for approval, before being forwarded to the Consejo





Regulador for upload. Additional social media accounts or websites specific to Copa Jerez must not be created.

Press Coverage Objectives:

- To ensure maximum exposure in the media - print and digital.
- To draft and achieve coverage for press releases in the run up to, during and after the various stages of the competition in both the specialised wine and gastronomy trade media and the UK media more widely.
- To develop a bespoke media database for Copa Jerez, inc. journalists, bloggers and influencers.
- To generate interesting, high-quality media content.

We recommend agreements with media partners are put in place to help meet these objectives.

Campaign Deliverables:

Agencies are asked to design and implement a campaign proposal to meet the objectives outlined above, and specifically to include the following:

- To develop a competition pack for potential teams outlining requirements, rules and deadlines regarding the competition and how to take part. Entrants are required to present a 3-course menu matched with 3 different Sherry wines ([details here](#)).
- To recruit restaurants, sommeliers and chefs to enter the competition. The competition is open to proposals from all teams, provided the competition rules are honoured. However recent international finals of the competition have shown that the level of cooking technique required by successful teams is exceptionally high, requiring Michelin starred or similar venues to be the targeted.
- To liaise widely with the on-trade to ensure a high number of top-quality entries. The UK final must include a minimum of 3 teams, requiring a higher number of quality entries to ensure choice/variety when selecting finalists.
- To receive entries from teams and ensure they meet the competition guidelines/ requirements.
- To arrange the selection of 3 finalist teams for the UK heats of Copa Jerez 2024.
- To identify a suitable date and venue for the UK Copa Jerez Final. A fully equipped kitchen space for all 3 finalist teams to prepare their menu and present it to the judging panel in front of a live audience, as well as a required separate and private space for deliberations by the judges.
- To set up and run the competition final to select the UK winning team. There is a strong preference for the final and / or prize ceremony to be hosted in conjunction with a larger trade event to allow the presence of a wider live audience. The final must be held before 30th September 2024.
- To organise the judging panel for the competition: a minimum of 3 / maximum of 5 judges, to include a Chair, a Sommelier, a Chef, a representative of the Consejo Regulador DO Jerez or Fedejerez and a journalist, as agreed with ICEX. All judges should have a strong knowledge of Sherry Wines. Fees can only be paid to the Chair, though travel expenses will be reimbursed.
- To meet the social media and press coverage objectives outlined above.





Photography and video

The Agency will be responsible for producing event photography and the filming and production of a 3–5-minute Full HD 1920x1080 video recap of the final, to be uploaded to the Foods and Wines from Spain and Consejo Regulador YouTube channels and websites.

Photography:

The Agency should deliver a dossier of professional photographs for each of the following:

1. Food & Sherry pairings for all (3) finalist teams:
 - Wine glass and dish
 - Wine glass, wine bottle and dish
2. Teams:
 - Joint (Chef & Sommelier)
 - Chef
 - Sommelier
3. Competition:
 - Teams during food prep in the kitchen.
 - Teams presenting their menu to the judging panel.
 - Judges tasting and commenting on the menu.
 - General shots of the final.

Video:

The Agency should deliver a dossier of professional digital video:

- To include footage of the entire final, featuring all 3 finalist teams and the judging panel, as well as the presentation of awards to finalists.
- The first cut of the video should be delivered 5 days after the event for review and recommended changes. The final version should be delivered 10 days following the event.
- The video should be edited utilizing the specific FWS graphic design materials created by ICEX for all video content. All texts, names and titles of persons interviewed should follow the corporate colours of FWS.

Note: All rights relating to the above materials will belong to ICEX.

2. PURPOSE OF THE CONTRACT

To select a marketing and wine specialist communications agency to deliver the efficient implementation, management, and success of the 2024 Copa Jerez UK National Final.

3. CONTRACT, APPLICABLE LEGISLATION AND JURISDICTION

- a. **Campaign contract.** Once the successful company has been selected, a **contract will be signed between ICEX and the Agency** (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.** Spanish legislation shall be applicable to the contents of this tender. All works shall be governed by the terms of the agreement entered into between the awardee Agency and by the tender specifications, which shall be incorporated into said agreement, and in default of the above, Spanish legislation shall be applicable.

To resolve 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 the Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish.

4. CONTRACT TERM

The services described are scheduled to run for a maximum period of 10 (ten) months ending on 30th November 2024.

A maximum of 1 (one) renewal of the main contract will be considered. Renewal cannot be tacit. Price revisions will not be allowed. In case of renewal, the document must be signed by both parties.

5. CONTRACT BUDGET

Base tender budget.

The total **maximum available budget** for the contracts is **34,500.00 GBP** (excluding taxes), inclusive of agency fees, and any third-party expenses.

Under no circumstances can the budget be exceeded.

Services provided by UK-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 ([VAT Notice 741A](#)) 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 UK VAT.

The financial proposal will be considered based on offered prices, excluding taxes (if applicable), which must be clearly described and separated.

Estimated value of the contract.

The total **estimated value of the contract** includes the value of the first contract (2024) and the value of its possible extension (in 2026), excluding any applicable taxes.

According to the latter, the **estimated total contract value** of these contracts is of a maximum of **69,000.00 GBP**, which includes the following maximum amounts:

- Main contract maximum budget: **34,500.00 GBP**
- Renewal 2026 contract maximum budget: **34,500.00 GBP**



6. PAYMENT AND INVOICING

- a. **Contract amount.** The parties will only be bound by the content and amount stated in the Contract. The Agency 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 London.

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 13 of this document.

- b. **Invoices and reporting.** Corresponding invoices are to be provided to ICEX, in pounds sterling (GBP) monthly for the duration of the contract and must be supported by a short report on the work completed during the month in question.

The final invoice must be remitted upon completion of the event and supported by a final report on the campaign that should include conclusions and recommendations.

- c. **Invoicing details.** All invoices submitted to ICEX must be issued as follows:

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

VAT No.: Q 2891001 F

Paseo de la Castellana, 278

E-28046 Madrid

And must be sent to spainfoodwineuk@comercio.mineco.es

ICEX's VAT exemption number, Q2891001F, must be quoted on all invoices.

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

7. CONSULTING AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is seeking an integrated communications and public relations agency with demonstrated expertise in the food and wine sector. Agencies must demonstrate their proven track record in wine marketing and event organisation by providing examples of work previously completed. The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing.

- i. **Meetings.** The Agency must be able to hold meetings with ICEX, represented by the Spanish Economic and Commercial Office in London, on both a regular and ad hoc basis. These meetings may take place by video conference, if required.

- ii. **Languages.** Communication between ICEX and the Agency will be in English or in Spanish.



- b. **Administrative requirements of the Agency: Project references.** The technical capability of the agency shall be demonstrated by submitting examples of works of similar scale and scope, executed in all or some of the last three years (2021, 2022, 2023).
- c. **Administrative requirements for the Agency: Project resources.** The Agency must demonstrate that it possesses both the tangible and intangible resources necessary for the successful implementation of the campaign described in this briefing. To enable an effective evaluation of the capacity to undertake the campaign, the Agency must detail all technical resources to be deployed and state the names of the core team that is to be responsible for the project.
- d. **Administrative requirements for the Agency: Financial solvency.** All participating companies must submit a solvency report that includes the financial accounts for the **last three financial years** (2020-21, 2021-22, 2022-23). Financial solvency will be deemed established when the annual turnover, based on the best 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 **40,000.00 GBP**.
- If it is not possible to prove 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 40,000.00 GBP.
- Where the agency tendering will be sub-contracting or engaging in a joint venture with another agency or other agencies for the purposes of this contract, the financial requirements specified above will apply to the agencies jointly, not singly.
- e. **Non-compliance.** Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting 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, agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the companies involved.
- f. **Conflict of interest.** The selected company must guarantee that during the contract period it will not work either in whole or in part for other clients, whatever their nationality, who have interests that may conflict with those of ICEX in this contract.

8. CONTENT OF PROPOSALS

- a. **Content of proposal.** Participating agencies 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 Agency (in PDF format).** All agencies submitting bids must provide an electronic file in PDF format (See Sec. 7 Agency Profile and Staffing requirements and Annex I - Financial and Technical Solvency), containing the following documents:
- **Letter of acceptance.** All participating agencies 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, as indicated in **clause 7.b.**
 - **Project human resources.** The dossier must detail the human resources available for the project, as indicated in **clause 7.c.**

1. In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications 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.

I. 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 Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting. ICEX expects all key Team members assigned to the contract by the Agency to be committed to the campaign for the duration of the contract.

II. In the proposal, the Agency 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).

The team must consist of a minimum of two different members, with each member exclusively responsible for only one of the following roles:

- **Senior Manager:** Senior agency 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 marketing and communications, and a minimum of 2 (two) years' experience in the food and wine sector.
 - **PR/Communications/Social Media Manager:** Agency member exclusively responsible for the planning and implementation of the actions described in the Technical Specifications of the briefing. This person should have a minimum of 3 (three) years' experience in food and wine industry marketing and communications, with strong communication and writing skills / a native English language writer.
- **Financial solvency.** All participating agencies must submit financial accounts for the best of the last three (3) financial years (2019-20, 2020-21, 2021-22), as indicated in clause 7.d. If the bidder should choose to accredit financial solvency by taking out civil liability insurance, an undertaking to take out professional risk liability insurance for an amount equal to or greater than 40,000.00 GBP must be provided.

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



- c. **Document 2: Technical proposal of the Agency (in PDF format).** All applicants must submit a detailed proposal (See Sec. 1.3 – Scope of Contract, Sec. 10 - 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 financial details of project fees in Document 2 will not be considered and will automatically be excluded from the tender process.**

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

- 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.

9. PRESENTATION OF PROPOSALS

- a. **Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in London, will send this briefing to various specialised agencies. It will also be published on the [London Office's website](#).
- b. **Submission of proposals.** Agencies 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 9 am CET on 29th January 2024.** Proposals not submitted by the deadline will automatically be excluded.
- Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating agencies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.
 - Costs.** All costs incurred by the participating companies in the preparation of proposals, submissions and quotations will be borne by the companies themselves. Bid submission will not entail the payment of fees or the reimbursement of any form of expense by ICEX.
 - Language.** Proposal must be written and submitted in English or Spanish.
 - Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating agency.
- 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 agencies that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.



- e. **Conformity of proposals.** All companies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each agency to ensure compliance with all the requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the agency in question.
- f. **Evaluation of proposals.** Document 1 (Administrative Requirements) will be opened and evaluated first. Once it has been verified that the participating agency complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated and assigned a score. 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 London'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 **9 am CET on 26th January 2024**. 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.

10. 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
<ul style="list-style-type: none"> - ICEX will consider and evaluate financial proposals based on offered prices, excluding taxes (if applicable). - The Agency with the lowest budget will receive the highest score, with the rest awarded a proportional score: <ul style="list-style-type: none"> • The most economical offer receives the maximum score. • The following formula will be applied to other offers: $\text{points per offer} = (\text{price of the most economical offer} / \text{price of offer}) \times \text{maximum score per criteria}$. - The Agency must present the financial proposal clearly according to the table in Annex III. Any proposals exceeding the maximum budget will not be considered. 	



II. Technical Proposal	70
<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, 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 II.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 agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so. 50% of the maximum score Fully compliant. The proposal states that the agency can fulfil all the stipulated requirements and provides the necessary information and details on how it will do so. 75% of the maximum score Exceeds the requirements. The proposal proves that the 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. 100% of the maximum score 	
<p>II.1. Technical Proposal: Strategy and content of the campaign to organise and promote the food and wine matching competition Copa Jerez 2024.</p> <p>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 Campaign; the quality, viability and reach of the specific initiatives and how they are proposed. ICEX will award points to each of these elements as follows:</p> <p>II.1.a. Assessment of the campaign proposal, including the marketing plan and proposed activities / events. 10</p> <p>Conceptual suitability of the activities proposed. The marketing strategy for implementing the proposed activities will be assessed, thereby evaluating the Agency’s knowledge of the market.</p> <p>II.1.b. Technical assessment of the proposed activities. 20</p> <p>The entire suite of procedures and methods to be deployed for the implementation of the proposed activities will be assessed, in other words, the professional standard of preparation, implementation and follow-up of the activities.</p> <p>II.1.c. Assessment of how the campaign will be optimized to achieve its objectives, including the efficiency of the proposed format. Specifically, the following will be considered / assessed:</p> <ul style="list-style-type: none"> i. Entry pack. Assessment of the format, procedure and guidelines implemented to recruit teams and their effectiveness in achieving the best entries. Maximum score: 10 30 ii. Competition. Assessment of the proposed location and format of the UK final for the 3 teams to present their menus to the judging panel. Maximum score: 10 iii. Media plan. Assessment of the media plan to achieve excellent coverage in both digital and print media. Maximum score: 10 	60



<p>II.2. Technical Proposal: Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of ten (10) points.</p> <p>ICEX will assess those elements of the proposal that involve notable innovations or improvements, within the budget, in terms of the design and/or execution of the Campaign (e.g., proposals for novel content, innovative forms of communication and other elements not covered in this brief).</p> <p>The cost of any innovation or improvement must be included in the proposed budget and may not involve any additional cost.</p>	<p>10</p>
<p>TOTAL</p>	<p>100</p>

- **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 agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.
 - 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.

11. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in London. In terms of invoicing, special care must be taken with regard to 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 Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the Agency will be responsible for:
- ✓ Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
 - ✓ Compliance with the deadlines agreed with ICEX in each case.
 - ✓ Any omissions, errors, incorrect conclusions or inadequate methodologies during the term of this contract.
 - ✓ The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
 - ✓ The processing of the information and data made available to it.
 - ✓ Campaign report. On completion, the Agency will provide a final report to ICEX, within 10 days of the final, to include the following:
 - i. concise report including details of all the elements and activities of the campaign, including a budget breakdown, conclusions and recommendations.
 - ii. full details of all media and journalist coverage of Copa Jerez.
 - iii. copies of all materials and documentation from the campaign.

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

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

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

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

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

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

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



- c. **Confidentiality.** The Agency accepts the obligation to maintain professional secrecy with regard to the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential. This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.
- i. The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.
 - ii. The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own or private purposes or for any other purposes.
 - iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

12. CANCELLATIONS AND TERMINATION

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 Agency from the date of signature of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date.

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

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

13. MODIFICATIONS TO THE CONTRACT

Once the contract has been formalized, 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 in 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 of or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: the emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto "A way of making Europe".

15. ORGANISATIONS

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

London, on the date of signature

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

Álvaro Nadal Belda
Head of the Economic and Commercial Office
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON



ANNEX I. Financial and Technical Solvency

PDF file + Excel file for Team Experience (See Sec. 7 Agency Profile and Staffing requirements)

- ✓ **Agency solvency report.** Show promotional projects of similar scope executed in all or some of the last three years (2021, 2022, 2023).
- ✓ **Financial accounts** for the best of the last three tax years (2020-21, 2021-22, 2022-23).
- ✓ **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 Manager
 - PR/Communications/Social Media Manager

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

TEAM EXPERIENCE			
SENIOR MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			
PR / COMMUNICATIONS / SOCIAL MEDIA MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			



ANNEX II. Technical Proposal (Campaign proposal)

PDF file (See Sec. 1.3 – Scope of Contract, Sec. 10 - Evaluation Criteria)

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

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

If the proposal submitted 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, the technical proposal will be assigned a score of 0.



ANNEX III. Financial Proposal

Excel File

- ✓ **Financial proposal in GBP.** 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 (34,500.00 GBP, excluding taxes) will not be considered.**

AGENCY PROPOSAL COPA JEREZ Maximum total budget 34,500 GBP (excluding taxes)	FINANCIAL PROPOSAL BEFORE TAXES	TAXES	TOTAL
TOTAL			

