



# **CAMPAIGN TO PROMOTE SPANISH CHORIZO AND SERRANO HAM IN THE UK**

**BRIEFING/CONTRACTUAL CONDITIONS  
CALL FOR BIDS  
FROM COMMUNICATIONS AND PR AGENCIES  
MARCH 2023**

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

## **CONTENTS**

|            |  |           |
|------------|--|-----------|
| <b>1.</b>  | <b>TERMS OF REFERENCE</b> .....                                | <b>4</b>  |
| <b>2.</b>  | <b>PURPOSE OF THE CONTRACT</b> .....                           | <b>12</b> |
| <b>3.</b>  | <b>CONTRACT, APPLICABLE LEGISLATION AND JURISDICTION</b> ..... | <b>13</b> |
| <b>4.</b>  | <b>CONTRACT TERM</b> .....                                     | <b>13</b> |
| <b>5.</b>  | <b>CONTRACT BUDGET</b> .....                                   | <b>13</b> |
| <b>6.</b>  | <b>PAYMENT AND INVOICING</b> .....                             | <b>14</b> |
| <b>7.</b>  | <b>CONSULTING AGENCY PROFILE AND REQUIREMENTS</b> .....        | <b>15</b> |
| <b>8.</b>  | <b>CONTENT OF PROPOSALS</b> .....                              | <b>17</b> |
| <b>9.</b>  | <b>PRESENTATION OF PROPOSALS</b> .....                         | <b>19</b> |
| <b>10.</b> | <b>EVALUATION CRITERIA</b> .....                               | <b>20</b> |
| <b>11.</b> | <b>HIRING AWARD COMMITTEE</b> .....                            | <b>23</b> |
| <b>12.</b> | <b>OBLIGATIONS</b> .....                                       | <b>24</b> |
| <b>13.</b> | <b>CANCELLATIONS AND TERMINATION</b> .....                     | <b>25</b> |
| <b>14.</b> | <b>MODIFICATIONS OF THE CONTRACT</b> .....                     | <b>26</b> |
| <b>15.</b> | <b>APPLICABLE LEGISLATION</b> .....                            | <b>26</b> |
| <b>16.</b> | <b>JURISDICTION</b> .....                                      | <b>26</b> |
| <b>17.</b> | <b>EUROPEAN FUNDING</b> .....                                  | <b>26</b> |
| <b>18.</b> | <b>ORGANISATIONS</b> .....                                     | <b>27</b> |
|            | <b>ANNEX I. Economic and Technical Solvency</b> .....          | <b>28</b> |
|            | <b>ANNEX II. Technical Proposal (Programme proposal)</b> ..... | <b>29</b> |
|            | <b>ANNEX III. Economic Proposal</b> .....                      | <b>30</b> |

**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 successful implementation of a campaign to promote Spanish chorizo and Spanish Serrano Ham in the UK.

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 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)<br>VAT No. Q2891001F  |
| 2.- | Case Number:           | X043-08-2023  |
| 3.- | Scope of the contract: | To select a food and wine specialised communications and public relations agency to deliver the efficient implementation, management, and success of a promotional campaign of 'Consortio del Chorizo Español' (Spanish Chorizo Consortium) and a promotional campaign of 'Consortio del Jamón Serrano Español' ('ConsortioSerrano' ham) in the UK during 2023. |
| 4.- | Submission of tenders: | The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to <a href="mailto:tenders@icex.es">tenders@icex.es</a> by April 11th at 9:00 AM CET.<br><br>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**

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

ICEX ([www.icex.es](http://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](http://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. 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. With regard to 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 Victor Arguinzoniz of Asador Etxebarri, are joined in the UK by many excellent independent chefs creating exquisite Spanish cuisine in different regions of the country.

**Foods from Spain** include a variety of quality and gourmet foods such as: olives, olive oils (i.e. as gourmet EVOO sourced from estate grown olives), sherry vinegar (from Jerez, a unique product with Designation of Origin), cheeses (famed Manchego and so many more gourmet cheeses), Ibérico meat, Ibérico ham and charcuterie (Spain's gastronomic jewel), fish preserves – tuna, anchovies (boquerones), sardines, octopus, etc -, piquillo peppers, piparra peppers, quince paste, crackers, tortas, gourmet potato chips (truffle, Ibérico ham flavour) pimentón (unique distinctive smoked paprika), saffron, marcona almonds, honey, dried fruit cakes, chocolate. Fresh fruit and produce such as persimon, lemon, garlic, citrus: lemons and clementines, etc.

The British market is dominated by a limited number of large retailers that constantly demand quality at low prices from producers. For the last couple of 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, but this time the focus needs to be 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 catering sector but also in the rest of the market.

In terms of foods, Spain has proved over the last decade to be an important supplier of fruits and vegetables, as well as a varied basket of gourmet products such as olive oil, olives, hams and other cured meats, cheeses and "pimentón" among many others – all supported by the strength of Spanish gastronomy.

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.

Taking into account the above, the ultimate objective of these promotional plans is to increase sales of Spanish products, increase the number of references/groups of Spanish products in distribution channels (including online), promote the presence of Spanish products with higher added value, and increase average prices to bring them closer to those of competitors.

The specific objectives, aimed at achieving the ultimate objectives of each lot of this briefing, is described as follows.

### **1.3. Scope of the contract**

#### **1.3.1. Consorcio del Chorizo Español (Spanish Chorizo Consortium)**

##### **Background**

Created in 2015, the Consorcio del Chorizo Español (Spanish Chorizo Consortium) is a voluntary association that groups companies in the Spanish meat sector, all specialist producers and exporters of chorizo, with the aim of producing and promoting authentic high-quality Spanish chorizo. All companies that are members of the consortium must comply with the quality regulations and certified procedures determined by the Consorcio. Chorizos that carry the consortium branding are distinguished by their appearance, texture, smell and taste.

The Consorcio del Chorizo Español currently has 19 member companies (9 of them are present in the UK) which represent:

- 7.5% of the Spanish production of cured meats.
- 35.9% of Spanish exports of cured meats.

<https://chorizo espanol.es/en/members>

The Consorcio del Chorizo Español's main activities include:

- Quality control according to demanding specifications.
- Promotion of Consorcio chorizo in international markets.

The Consorcio del Chorizo Español conducts generic promotion under the Consorcio del Chorizo Español umbrella brand: the association issues communications about the product and its quality label but does not refer to any of the member companies' individual brands, regardless of the type of promotional activity being undertaken. The Consorcio del Chorizo Español is not involved in the sale of any products and does not produce any chorizo itself.

Find out more:

<https://chorizo espanol.es>

## **Industry specific information**

Chorizo is a major product within the Spanish food industry and one of Spain's best sellers abroad. Exports of food products as a whole are a key part of Spain's economy, bringing in 60,118 million euros in 2021 (11% up on 2020), with meat and meat products up 16% year on year.

The Spanish Chorizo Consortium certified over 3,594 tonnes of chorizo produced by member companies in 2021, of which 3,542 tonnes were exported to international markets.

Europe is the major export market for Spanish chorizo, the main destinations being the UK, France and Germany, which consumed over 60% of Spanish Chorizo Consortium product exported. The UK is the 2nd biggest export market for Spanish cured meats (13.4 tons in 2021), behind France, and the leading destination for Consortium's chorizo, followed by France, Germany, the Czech Republic, Canada, Belgium, Colombia, Finland and Ireland.

In 2021, the UK bought 2.95% less Spanish Chorizo Consortium chorizo (2,132,002 kg) than it did in 2020 (2,196,723 kg), with Consortium products' market share maintaining at 21% over that period.

It is worth mentioning that there is some production of "chorizo" in the UK. Whilst no figures are available to confirm the volume or value thereof, the products have generated interest in the press and will surely develop a loyal following amongst certain groups of consumers. UK-produced "chorizo" cannot be considered to be a serious competitor to the Spanish product right now but, as it gains market share, the importance of promoting genuine, premium Spanish chorizo can only increase.

In terms of routes to market, Spanish chorizo is sold through all types of physical and online retail outlet as well, of course, as the catering and hospitality sector. Whilst in the latter there is no potential for brand recognition at the point of consumption, the attributes of Spanish Chorizo Consortium product should be promoted to this sector as well. Indeed, the catering trade has been part of the campaign's target audience since its launch three years ago.

At retail level, Spanish chorizo is found in many different forms, from pre-packed, ready to eat, sliced own label to branded cooking chorizo, reflecting the popularity of the product in its different forms amongst UK consumers. Chorizo is nowadays an essential part of retailers' ranges and the challenge that is the reason for this campaign is to grow the presence of Spanish Chorizo Consortium products.

UK consumers are generally familiar with Spanish chorizo and, as well as being served cold, sliced, with drinks or as a first course, it has in recent years become a popular recipe ingredient. Understanding of production methods, quality assurances and authenticity that underpin Spanish Chorizo Consortium chorizo is, however, not so widespread. There is therefore an ongoing need to educate consumers and the trade as to the benefits of chorizo that carries the 'Consorcio del Chorizo Español' marque.

## **Campaign objectives**

The aims of the Consorcio del Chorizo's promotion campaign in the United Kingdom are as follows:

## **“Consolidate Spanish Chorizo as the trade’s Brand of choice”**

The main aim of the Consorcio del Chorizo’s promotion campaign in the UK is to increase awareness of the Consorcio del Chorizo Español marque, “Spanish Chorizo”, in the retail sector, thereby positively impacting Spanish Chorizo’s share of exports, which currently account for 17% of all exports of chorizo from Spain.

To do this, it will be critical to continue to develop awareness and understanding of Spanish Chorizo amongst UK importers, distributors and wholesalers and of the values that underpin the CCE marque and constitute its USPs (authenticity, quality, tradition), as a guarantee of the premium quality of the product. This will help drive demand for chorizo bearing the Consorcio marque, principally via the UK’s major multiples.

## **“Raise awareness and understanding of the Consorcio marque amongst end consumers”**

Rising sales of chorizo carrying the Consorcio marque (more than 1.6 million kg) and of its share of exports (17%) to above pre-pandemic levels indicates that there is a significant degree of recognition of the marque amongst the UK’s general public. It is for this reason that it would seem to be key to expand on promotional initiatives targeted at the end consumer.

In doing the above, as well as increasing uptake of the product by importers, distributors and wholesalers, it will also be critical to establish links with potential specifiers of Consorcio Chorizo such as chefs, catering professionals and food & wine bloggers, as they will be able to broadcast the message further and deliver the benefits of the product to the end consumer.

## **Target groups and messages for the campaign**

This campaign is targeted at the following stakeholders:

- The trade: Multiple and independent retailers, delicatessens, catering/hospitality professionals, buyers, procurement managers and suppliers to all of these.
- The end consumer, via initiatives that increase their understanding of Consorcio del Chorizo Español chorizo.
- Opinion leaders: Printed press, bloggers, influencers, and television/media.

The core messages to be conveyed are:

- Chorizo that carries the Consorcio del Chorizo Español marque or label is fully quality-assured and made in compliance with specific criteria in terms of ingredients and production methods.
- Consorcio del Chorizo Español chorizo is traditional, authentic, premium quality chorizo from dedicated producers in Spain.
- Consorcio del Chorizo Español chorizo delivers excellent taste and versatility.
- Other attributes the agencies consider key for the UK consumer.



## **Plan of action**

To achieve the objectives set out above, agencies are advised to assess the viability of implementing the following:

- Advertising insertions and banners in some of the major UK multiples' marketplaces and online shops.
- Traditional tools such as inserts about the Consorcio marque in the major multiples' leaflets, catalogues and magazines.
- Advertising in the UK's specialist trade press, targeted at professionals in the food distribution/retail and charcuterie sectors.
- B2B initiatives with UK distribution/retail groups, aimed at raising awareness and understanding of the quality of "Consorcio del Chorizo Español" chorizo amongst charcuterie buyers.
- Press releases sent to B2B professionals.
- Partnerships with food and wine opinion leaders.

### **1.3.2. 'Consorcio del Jamón Serrano Español' ('Consorcioserrano' Ham)**

#### **Background**

Created in 1990, the Consorcio del Jamón Serrano Español (Consortium of Spanish Serrano Cured Ham - CJSE) includes a total of 29 companies and is dedicated to guarantee the quality of the product and to promote it in international markets, under the denomination of ConsorcioSerrano.

The Consorcio is a voluntary, private association of producers that includes the Spanish meat industry's leading players.

The main activities of the Consorcio del Jamón Serrano Español include:

- Quality control according to demanding specifications.
- Promotion of ConsorcioSerrano ham in international markets.

The Association currently has 24 members, which account for 50% of production and 64% of exports by value of Spanish cured ham.

<https://consorcioserrano.es/quienes-somos/nuestros-asociados>

The Consorcio del Jamón Serrano Español conducts generic promotion under the denomination of ConsorcioSerrano: the association communicates about the product and its quality label but does not refer to any of the brands of the associated companies, regardless of the type of promotional activity. Consorcio del Jamón Serrano Español is not involved in the marketing of the products and does not have any ham production activities itself.

The Consorcio del Jamón Serrano Español's Quality Department monitors production and approves hams for certification individually, to ensure not just a quality product but also uniformity, in other words that the unique texture, aroma and flavour that are the identifying features of authentic Spanish Serrano Ham are consistent over time.

Ham is a very complex and difficult product in terms of being able to ensure its final quality: the final selection of every ham, one by one, is the secret that enables us to give assurances regarding the homogeneity and uniformity of all our Consorcio Serrano Hams. Only a limited number of hams are accredited with the “Exclusive Signature” that is the Consorcio Serrano Quality Marque.

The marque is granted only to Spanish serrano hams that fulfil the following quality criteria:

- Compliance with Consorcio del Jamón Serrano Español Quality Regulations.
- Production process carried out and complete solely in Spain.
- European E.T.G. certification, which protects the designation “Jamón Serrano”.
- Cured for a minimum of 12 months (52 weeks).
- Regular inspections and audits of all areas of production facilities (process and product) carried out.
- Quality Assurance featured on every serrano ham in the form of an inspection number.

Find out more:

<https://consorcioserrano.es>

### **Industry specific information**

Serrano ham is a major product within the Spanish food industry and one of Spain's best sellers abroad. Exports of food products as a whole are a key part of Spain's economy, bringing in 60,118 million euros in 2021 (11% up on 2021), with meat and meat products up 16% year on year.

The UK market is undergoing a rapid recovery following the uncertainty surrounding Brexit and hospitality sector having shut down due to COVID.

Whilst by year's end 2021, 1,295,97 Tm (CSJE figures) of serrano ham had been exported to the UK, which was 17.33% down, the average purchase price remained high, at around 14.95 €/kg (+14.11%). The latest figures available (October 2022) bear testimony to the fact that the market is recovering, and the expectation is that by the end of the current year 1,545,67 TM will have been exported to the UK (+19,27%) at an average price of 14.69 €/kg (+0.40%), making this country the second most significant market in the world, with the highest price, after China.

It is the CJSE's opinion that a large part of the recovery of exports in volume terms and, above all, in terms of value, has to do with the major role played by sliced product (different formats and weights) and the push being given to Ibérico ham now that restaurants have reopened.

The UK is one of the 5 main export markets for ConsorcioSerrano ham outside of the EU. Currently 15 of the Consorcio's member companies are approved to export to the UK, 4 of which are selling Consorcio ham here in 14 different formats. The main channel is retail and most particularly sliced product.

In terms of routes to market, Spanish Serrano ham is sold through all types of physical and online retail outlets as well, of course, as the catering and hospitality sector. Whilst in the latter there is

no potential for brand recognition at the point of consumption, the attributes of Spanish ConsorcioSerrano product should be promoted to this sector as well.

UK consumers are generally familiar with Spanish Serrano Ham. Understanding of production methods, quality assurances and authenticity that underpin Spanish ConsorcioSerrano ham is, however, not so widespread. There is therefore an ongoing need to educate consumers and the trade as to the benefits of Serrano ham that carries the 'ConsorcioSerrano' marque.

### **Campaign objectives**

The main aims of the ConsorcioSerrano promotion campaign in the United Kingdom are as follows:

**“Consolidate “ConsorcioSerrano” as the marque that certifies the quality of the best serrano hams the industry produces.”**

The main aim of the ConsorcioSerrano’s promotion campaign in the UK is to increase awareness of the ConsorcioSerrano marque in the retail sector, thereby positively impacting ConsorcioSerrano’s share of exports, which currently account for 9% of all exports of cured ham from Spain.

To do this, it will be critical to continue to develop awareness and understanding of ConsorcioSerrano ham amongst UK importers, distributors and wholesalers and of the values that underpin the CJSE marque and constitute its USPs (authenticity, quality, tradition), as a guarantee of the premium quality of the product. This will help drive demand for chorizo bearing the ConsorcioSerrano marque.

**“Raise awareness and understanding of the ConsorcioSerrano marque amongst end consumers.”**

Ham sold and marketed bearing the ConsorcioSerrano marque carries an intrinsic association with hand selection and assured quality. These two concepts define the uniqueness of the product.

As well as increasing sales via importers, distributors and wholesalers, it would seem to be key to expand on promotional initiatives targeted at the end consumer and to establish links with potential specifiers of Consorcio Chorizo such as chefs, catering professionals and food & wine bloggers, as they will be able to broadcast the message further and deliver the benefits of the product to the end consumer.

### **Target groups and messages for the campaign**

This campaign is targeted at the following stakeholders:

- The trade: Multiple and independent retailers, delicatessens, catering/hospitality professionals, buyers, procurement managers and suppliers to all of these.
- The end consumer, via initiatives that increase their understanding of ConsorcioSerrano ham.

- Opinion leaders: Printed press, bloggers, influencers, and television/media.

The core messages to be conveyed are:

- Serrano ham that carries the ConsorcioSerrano marque or label is fully quality-assured and made in compliance with specific criteria in terms of ingredients and production methods.
- ConsorcioSerrano ham is traditional, authentic, premium quality ham from dedicated producers in Spain.
- ConsorcioSerrano ham delivers excellent taste and versatility.
- Other attributes the agencies consider key for the UK consumer.

### **Plan of action**

To achieve the objectives set out above, agencies are advised to assess the viability of implementing the following:

- Advertising insertions and banners in some of the major UK multiples' marketplaces and online shops.
- Traditional tools such as inserts about the ConsorcioSerrano marque in the major multiples' leaflets, catalogues and magazines.
- Advertising in the UK's specialist trade press, targeted at professionals in the food distribution/retail and charcuterie sectors.
- B2B initiatives with UK distribution/retail groups, aimed at raising awareness and understanding of the quality of ConsorcioSerrano ham amongst charcuterie buyers.
- Press releases sent to B2B professionals.
- Partnerships with food and wine opinion leaders.

## **2. PURPOSE OF THE CONTRACT**

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To select a food and wine specialised communications and public relations agency to deliver the efficient implementation, management, and success of:

- ✓ Promotional campaign of 'Consorcio del Chorizo Español' (Spanish Chorizo Consortium) in the UK during 2023.
- ✓ Promotional campaign of 'Consorcio del Jamón Serrano Español' ('ConsorcioSerrano' ham) in the UK during 2023.

Whilst both campaigns share the same objectives, the Agency is expected to develop two independent campaign plans that run concurrently and therefore may have synergies.

## **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 between the awardees Agencies and by the tender specifications, which shall be incorporated to the same, and in default of the above, Spanish legislation shall be applicable.

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

### **3. CONTRACT TERM**

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The services described are scheduled to run for a **maximum period of 8 (eight) months** ending in mid-December 2023. However, in case of renewal, we expect the Agency to space out the proposed services, within the same budget, over the course of 11 (eleven) months, ending in mid-December.

A maximum of 4 (four) renewals of the main contract will be considered. Renewals cannot be tacit. The Agency will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. Price revisions will not be allowed. Each renewal will be signed by both parties.

### **4. CONTRACT BUDGET**

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#### **Base tender budget.**

The total **maximum available budget** for the contracts is **68,000.00 GBP** (excluding taxes), inclusive of agency fees, and any third-party expenses. The maximum budget allowed for each campaign are as follows:

- **Consorcio del Chorizo Español** - Maximum available budget: **34,000.00 GBP** (excluding taxes).
- **Consorcio del Jamón Serrano Español** - Maximum available budget: **34,000.00 GBP** (excluding taxes).

Under no circumstances can the budget for each campaign 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 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 (2023) and the value of its 4 possible extensions (2024, 2025, 2026, 2027), excluding any applicable taxes.

According to the latter, the total **estimated total contract value** of these contracts is of a maximum of **340,000.00 GBP**, which includes the following maximum amounts **for each campaign**:

- Consorcio del Chorizo Español: 170,000.00 GBP.
  - Main contract maximum budget: 34,000.00 GBP
  - First extension maximum budget: 34,000.00 GBP
  - Second extension maximum budget: 34,000.00 GBP
  - Third extension maximum budget: 34,000.00 GBP
  - Fourth extension maximum budget: 34,000.00 GBP
  
- Consorcio del Jamón Serrano Español: 170,000.00 GBP.
  - Main contract maximum budget: 34,000.00 GBP
  - First extension maximum budget: 34,000.00 GBP
  - Second extension maximum budget: 34,000.00 GBP
  - Third extension maximum budget: 34,000.00 GBP
  - Fourth extension maximum budget: 34,000.00 GBP

## **5. PAYMENT AND INVOICING**

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- 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 14 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 in November and supported by a final report on the campaign that should include conclusions and recommendations.

- c. **Invoice 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:

ICEX España Exportación e Inversiones, E.P.E.  
Economic and Commercial Office,  
Spanish Embassy,  
Part Level 4 Podium,  
125 Old Broad Street,  
London - EC2N 1AR

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.

## **6. CONSULTING AGENCY PROFILE AND REQUIREMENTS**

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- a. **Agency profile.** ICEX is seeking an integrated communications and event management agency with demonstrated expertise in the UK food and gastronomy sectors. Agencies must demonstrate their proven track record in food and gastronomy marketing, promotion, PR, event management and trade promotion by providing examples of work previously completed throughout the UK. 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 an 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 specifically in the UK in all or some of the last three years (2020, 2021, 2022). Works submitted should indicate dates and location of execution and include examples of the following:
- ✓ Production and management of medium to large scale food and wine tasting events directed at industry buyers and foodie consumers.
  - ✓ Events of scale that demonstrate logistical capabilities to efficiently organise exhibiting companies, breakout seminars and/or activations, and event partners.



- ✓ Influencer and press programmes to attract media participation and audience at tastings and events.
- ✓ Retail sales promotion programmes with targeted regional and/or national speciality food and/or wine retail chains and e-marketplaces.

**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 campaigns described in this briefing. To enable an effective evaluation of the capacity to undertake the campaigns, the Agency must detail all technical resources to be deployed and state the names of the core team that responsible for the project.

The requirements set below for the staffing are **mandatory**. Agencies 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 Agency 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 Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Office.

It is expected that all key team members assigned by the Agency to each of the contracts have specific knowledge of and professional expertise in the UK food and gastronomy industry, are fluent in spoken and written English, 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 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 food marketing and communications, based in the UK.
- **PR/Communications/Social Media Manager:** Agency member exclusively responsible for the planning and implementation of the PR and marketing actions described in the Technical Specifications of the briefing. Must have the following qualifications:
  - A minimum of 3 (three) years' experience in food industry communications and public relations, with strong communication and writing skills.
  - Must be a native English language writer.



- **Programme Administrative Coordinator:** Designated team member, with a minimum of 2 (two) years' experience in promotional campaigns, exclusively responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX.

**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** (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 **£100,000**.

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 **£100,000**.

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.

- c. **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.
- d. **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.

## **7. CONTENT OF PROPOSALS**

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- 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 - Economic 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.** 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.

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.

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).

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.

- **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 £100,000 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 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 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.

## **8. PRESENTATION OF PROPOSALS**

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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](mailto:tenders@icex.es), by 9 am CET on 11 April 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 agencies 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 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.

c. **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 on the London's Office website, to enable the successful agency 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](mailto:tenders@icex.es) by **9 am CET on 5 Abril 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) |
| <b>I. Financial proposal</b>  | <b>20</b>        |
| The agency with the lowest total budget for each campaign (excluding taxes) will receive the highest score, and the rest will obtain the proportional score:              |                  |
| - 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 (20)</i> . |                  |
| The Agency must present the budget clearly according to table in Annex III.   |                  |
| - Consorcio del Chorizo Español campaign  | 10               |
| - Consorcio del Jamón Serrano Español campaign  | 10               |

|  |                            |
|--|----------------------------|
| <p><b>II. Professional team assigned to the project</b></p>  | <p><b>10</b></p>           |
| <p>Years of experience (and months thereof) over and above the stipulated minimum will be taken into account. Specifically:</p> <ul style="list-style-type: none"> <li>- Project manager: having more than the minimum 5 years of verifiable experience in food marketing and communications, based in the UK. 2.5 points per additional year, up to a maximum of 5 points.</li> <li>- PR/Communications/Social Media Manager: minimum of 3 (three) years' experience in food industry communications and public relations, with strong communication and writing skills. Must be a native English writer. 1 point per additional year, up to a maximum of 3 points.</li> <li>- Programme Administrative Coordinator: minimum of 2 (two) years' experience in promotional campaigns, responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. 1 point per additional year, up to a maximum of 2 points.</li> </ul> <p>See section 7.c for the full description of the requirements for these roles.</p>  | <p>5</p> <p>3</p> <p>2</p> |
| <p><b>III. Technical Proposal</b></p>  | <p><b>70</b></p>           |
| <ul style="list-style-type: none"> <li>- 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.</li> <li>- Technical Proposals that do not receive at least 30 points for component III.1 will automatically be excluded.</li> <li>- ICEX will assess Technical Proposal responses as follows: <ul style="list-style-type: none"> <li><b>Non-compliant.</b> 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</li> <li><b>Partially compliant.</b> 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</li> <li><b>Fully compliant.</b> 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</li> <li><b>Exceeds the requirements.</b> 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</li> </ul> </li> </ul> |                            |

|   |   |
|---|---|
| <p><b>III.1. Technical Proposal: Strategy and content of the promotional activities designed to enhance awareness of the characteristics of chorizo carrying the Consorcio del Chorizo Español marque and of serrano ham carrying the ConsorcioSerrano marque: influencers, B2B events, education, media plan, public relations, social networks.</b></p> <p>ICEX will award a maximum of <b>60 (sixty) points</b> to the quality of the proposed Content Plan. ICEX will assess the <b>quality of the plan being proposed and the degree to which it effectively meets</b> the aims of the Campaigns; the <b>quality, viability and reach of the specific initiatives proposed</b> and the <b>means</b> by which it is proposed the objectives set be met. ICEX will award points to each of these elements as follows:</p> <p>Overall assessment (innovation, alignment with the campaign objectives, etc.) of the activities in the promotional campaign within the maximum budget assigned.</p> <p>III.1.a. Assessment of advertising insertions and banners in some of the major UK multiples' marketplaces and online shops.</p> <p>III.1.b. Assessment of use of traditional tools such as inserts about the Consorcio del Chorizo Español and ConsorcioSerrano marques in the major multiples' leaflets, catalogues and magazines.</p> <p>III.1.c. Assessment of Advertising in the UK's specialist trade press, targeted at professionals in the food distribution/retail and charcuterie sectors.</p> <p>III.1.d. Assessment of B2B initiatives with UK distribution/retail groups, aimed at raising awareness and understanding of the quality of Chorizo Español and ConsorcioSerrano products amongst charcuterie buyers.</p> <p>III.1.e. Assessment of Press releases sent to B2B professionals.</p> <p>III.1.f. Assessment of partnerships with food and wine opinion leaders.</p> | <p style="text-align: right;"><b>60</b></p> <p style="text-align: right;"><i>10</i></p> <p style="text-align: right;"><i>10</i></p> <p style="text-align: right;"><i>10</i></p> <p style="text-align: right;"><i>10</i></p> <p style="text-align: right;"><i>10</i></p> <p style="text-align: right;"><i>10</i></p> |
| <p><b>III.2. Technical Proposal: Innovations and improvements</b></p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of ten <b>(10) points</b>.</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 (e.g., proposals for novel content, innovative forms of communication and other elements not covered in this brief).</p>   | <p style="text-align: right;"><b>10</b></p>   |
| <p><b>TOTAL</b></p>   | <p style="text-align: right;"><b>100</b></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.

## 10. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

|                         |                           |   |
|-------------------------|---------------------------|---|
| <b>Chair</b>            | <b>María Naranjo</b>      | <b>Director - Foods &amp; Wines from Spain. ICEX Headquarters</b>           |
| <b>Substitute</b>       | <b>Salomé Martínez</b>    | <b>Deputy Director - Foods &amp; Wines from Spain. ICEX Headquarters</b>    |
| <b>Committee member</b> | <b>Janine Gilson</b>      | <b>Assistant Director Foods from Spain. ICEX London</b>                     |
| <b>Substitute</b>       | <b>Marianne Rodríguez</b> | <b>Assistant Director Wines from Spain. ICEX London</b>                     |
| <b>Committee member</b> | <b>Diana Vázquez</b>      | <b>Head of Department - Foods &amp; Wines from Spain. ICEX Headquarters</b> |
| <b>Substitute</b>       | <b>Carlos Villar</b>      | <b>Area Manager - Foods &amp; Wines from Spain. ICEX Headquarters</b>       |
| <b>Committee member</b> | <b>Yolanda Arias</b>      | <b>Head of the Administration Department. ICEX London</b>                   |
| <b>Substitute</b>       | <b>Milagros Herrero</b>   | <b>Member of the Administration Department. ICEX London</b>                 |
| <b>Secretary</b>        | <b>Pedro Patiño</b>       | <b>Deputy Director of Procurement. ICEX Headquarters</b>                    |
| <b>Substitute</b>       | <b>Isabel Arias</b>       | <b>Member of the Procurement Department. ICEX Headquarters</b>              |



## 11. OBLIGATIONS

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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 consultant will be responsible for:

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

- 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**

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**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 OF THE CONTRACT**

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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. APPLICABLE LEGISLATION**

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

### **15. JURISDICTION**

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

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

### **16. EUROPEAN FUNDING**

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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”.

## **17. ORGANISATIONS**

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- 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 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.
- b. **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. Economic 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 specifically in the UK 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 Manager
  - PR/Communications/ Social Media Manager
  - Programme Administrative Coordinator

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

| TEAM EXPERIENCE                                   |                      |                       |             |
|---|----------------------|-----------------------|-------------|
| <b>SENIOR MANAGER</b>                             |                      |                       |             |
|   | start date (mm/yyyy) | ending date (mm/yyyy) | description |
| Experience 1                                      |                      |                       |             |
| Experience 2                                      |                      |                       |             |
| Experience 3...                                   |                      |                       |             |
| <b>PR / COMMUNICATIONS / SOCIAL MEDIA MANAGER</b> |                      |                       |             |
|   | start date (mm/yyyy) | ending date (mm/yyyy) | description |
| Experience 1                                      |                      |                       |             |
| Experience 2                                      |                      |                       |             |
| Experience 3...                                   |                      |                       |             |
| <b>PROGRAMME ADMINISTRATIVE COORDINATOR</b>       |                      |                       |             |
|   | start date (mm/yyyy) | ending date (mm/yyyy) | description |
| Experience 1                                      |                      |                       |             |
| Experience 2                                      |                      |                       |             |
| Experience 3...                                   |                      |                       |             |

## **ANNEX II. Technical Proposal (Programme proposal)**

*PDF file (See Sec. 8 Technical Specifications and Sec. 11 Evaluation Criteria)*

**It is ONLY in the economic 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 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 Agency's strategy, means of implementation, all deliverables and work plan.

- Advertising insertions and banners in some of the major UK multiples' marketplaces and online shops, to include proposed retailers, numbers of each type of advertisement (banner/MPU etc.).
- Traditional tools such as inserts about the Consorcio marque in the major multiples' leaflets, catalogues and magazines, to include proposed retailers and specific media.
- Advertising in the UK's specialist trade press, targeted at professionals in the food distribution/retail and charcuterie sectors, to include proposed media and forms of advertisement.
- B2B initiatives with UK distributors/retail groups, aimed at raising awareness and understanding of the quality of Consorcio del Chorizo Español chorizo amongst charcuterie buyers, to include proposed retailers and details of the different initiatives being proposed.
- Press releases sent to B2B professionals, to include proposed number of releases, schedule and number of recipients proposed.
- Partnerships with food and wine opinion leaders, to include form(s) of partnership being proposed and detail of proposed partners.

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. Economic Proposal

*Excel File*

- ✓ **Economic 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 (34,000.00 GBP for each campaign, 68,000 GBP in total, excluding taxes)** will not be considered.

| CONSORCIO DEL CORIZO ESPAÑOL CAMPAIGN<br>Maximum total budget 34,000 GBP<br>(excluding taxes) | ECONOMIC<br>PROPOSAL<br>BEFORE TAXES | TAXES | TOTAL |
|---|--------------------------------------|-------|-------|
| DIGITAL ADVERTISING IN MARKETPLACES AND ONLINE SHOPS  |                                      |       |       |
| TRADITIONAL ADVERTISING IN MULTIPLES' LEAFLETS, CATALOGUES AND MAGAZINES                      |                                      |       |       |
| ADVERTISING IN THE UK'S SPECIALIST TRADE PRESS  |                                      |       |       |
| B2B INITIATIVES WITH UK DISTRIBUTORS/RETAIL GROUPS  |                                      |       |       |
| PRESS RELEASES SENT TO B2B PROFESSIONALS  |                                      |       |       |
| PARTNERSHIPS WITH FOOD OPINION LEADERS  |                                      |       |       |
| SUBTOTAL  |                                      |       |       |
| CONSORCIO DEL JAMÓN SERRANO CAMPAIGN<br>Maximum total budget 34,000 GBP<br>(excluding taxes)  | ECONOMIC<br>PROPOSAL<br>BEFORE TAXES | TAXES | TOTAL |
| DIGITAL ADVERTISING IN MARKETPLACES AND ONLINE SHOPS  |                                      |       |       |
| TRADITIONAL ADVERTISING IN MULTIPLES' LEAFLETS, CATALOGUES AND MAGAZINES                      |                                      |       |       |
| ADVERTISING IN THE UK'S SPECIALIST TRADE PRESS  |                                      |       |       |
| B2B INITIATIVES WITH UK DISTRIBUTORS/RETAIL GROUPS  |                                      |       |       |
| PRESS RELEASES SENT TO B2B PROFESSIONALS  |                                      |       |       |
| PARTNERSHIPS WITH FOOD OPINION LEADERS  |                                      |       |       |
| SUBTOTAL  |                                      |       |       |
| TOTAL   |                                      |       |       |