



CAMPAIGN TO PROMOTE SHERRY WINES 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**

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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 successful implementation of a campaign to promote Sherry wines 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 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:	X043-20-2023
3.-	Scope of the contract:	To select a digital marketing agency to deliver the efficient implementation, management, and success of a digital campaign to promote Sherry wines in the United Kingdom during 2023.
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by April 12th 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 Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

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

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

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

Wines from Spain offer 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. 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 the UK market, Spanish wine imports (2021) rank third in value and 4th in volume, offering plenty of opportunity for growth. Wines produced in Rioja, Ribera del Duero, Rías Baixas and Rueda with the native Tempranillo, Garnacha, Albariño and Verdejo grapes are most widely distributed in the UK, along with Cava, Spain's signature traditional method sparkling wine, as well as the unparalleled fortified wines of Jerez. But less familiar regions working with Monastrell, Mencía, Bobal, Cariñena, Godello, Macabeo and dozens of other indigenous varieties have also found favour with the UK wine media, trade and wine loving consumer.

Other quality alcoholic beverages to highlight and which are beginning to make inroads in the UK market, include vermouth, regional ciders, craft beers and a growing line of artisanal gins and spirits.

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.

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 the mediums, creams or Pedro Ximénez.

All of them 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.

Even if Sherry wines have been traditionally 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 of 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.

Taking into account the above, the ultimate objective of this promotional plan is to increase sales of Spanish sherry.

The specific objectives, aimed at achieving the ultimate objective of this briefing, are described as follows.

1.3. Scope of the contract

Background

Regardless of the communication efforts carried out by the wineries for their respective brands of Sherry, the very specific and distinctive characteristics of our 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, distribution, 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, for the last years two different campaigns have been implemented, under the mottos “Sherry wines. Like no other” (2019-2020) and “Jerez wines. More than Sherry” (2021-2022), challenging the target audience to use the product in a different way, 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.

These campaigns have been limited to social media and selected on-premise activations, such as roof-top cinemas, wine-bars, etc. These, together with the International Sherry Week, are currently being developed by a specialist agency and is not part of the scope of this contract.

Find out more:

<https://www.sherry.wine>

Industry specific information in the UK

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 process, 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.

Campaign objectives

Interested agencies are requested to design a digital communication campaign for Sherry wines with the following objectives:

- To develop a fresh, contemporary image for Sherry wines: a wine to be discovered by “those on the know”.
- To present Sherry as a versatile wine:
 - o with amazing possibilities for food pairings,
 - o also at wine-bars, served by the glass, and
 - o a perfect drink for bartenders, to be served in very varied forms: on the rocks, mixed in cocktails, etc.
- To position Sherry as a genuine, quality wine from Spain. One of the fine wines of the World, with the guarantee of a Denomination of Origin.

We are asking the agency to design and implement the campaign described taking into account the regulations concerning the consumption of alcohol, wine in moderation, etc.

The main objective for this year's campaign is to be a continuation of the previous campaigns, to continue working on these values in order to change the brand's insight as "the grandmother's tippie", achieve product recognition and position sherry as a unique, quality and versatile wine.

As already mentioned, sherry wines include an enormous palette of styles, but the campaign should focus on **dry sherries, primarily on Fino**:

- Fino sherry should be presented as a quality table white wine, served in a wine glass and mainly in a context of gastronomic experiences, although its consumption in combination is also permitted (mixed or as part of cocktails).
- The rest of the range (manzanilla, amontillado, oloroso, palo cortado) offers alternatives for different palates and for specific food-matchings or servings, at the same time sharing with fino all the attributes as very special, authentic and delicious wines.

Target groups and messages for the campaign

We are looking to recruit new consumers, so the campaign should not specifically address existing sherry drinkers, but wine lovers and foodies in general.

Our target audience consists of consumers with an interest in new things, and a geographical segmentation (Nielsen) that will be provided to the winning agency upon the signature of the contract; people who often go out to wine-bars and restaurants and who are in tune with the latest trends as regards wine and food, and are always open to recommendations by experts and influencers.

Demographically, they would be men and women between 35 and 60 years old.

Influencing is one of the mechanisms for recruiting new consumers, so sommeliers, bartenders and influencers should also be kept in mind in order to reach the target audience.

The campaign's basic messages should be simple and based on easy consumer propositions:

- o The tone should be fresh, modern and contemporary, but also credible.
- o We want a simple yet creative message.

- We want to create emotional bonds. Communicate that our wines are different and the perfect accompaniment to food.
- There is no other wine with so much diversity.

Existing brand assets

As mentioned above, the Consejo Regulador has in recent years rolled out a consumer campaign for Sherry wines in the United Kingdom and is the owner of the corresponding artwork.

The intention of the Consejo Regulador is to make as much use of the existing assets as possible. Having said that, some additional materials or adaptations of the visuals available may be considered in the proposal.

The website <https://morethansherry.sherry.wine> (CMS Wordpress) is currently a standalone website and should be considered with regard to how to use the current assets and functionality. There is also the possibility the current microsite could be migrated to the sherry.wine portal (custom CMS) to function as its own microsite - see www.copajerez.com for an example of existing functionality available for microsities within sherry.wine.

Plan of action

The digital communication campaign - thus allowing segmentation of our target by affinity - should include:

- Creativity - adapted where necessary - to reach the target audience.
- Content marketing.
- Paid advertising.
- Branded content.
- Website maintenance and adaptation.
- Identification of on- and off-trade accounts where sherry can be found.
- Other digital tools.

We consider it appropriate for the digital campaign to have two main waves:

- 1st wave in Spring: May/June
- 2nd wave in the run-up to Christmas: October/November to coincide with the International Sherry Week (6-12 November 2023)

2. PURPOSE OF THE CONTRACT

To select a digital marketing and wine specialist communications agency to deliver the efficient implementation, management, and success of a digital campaign to promote Sherry wines in the United Kingdom during 2023.

3. CONTRACT, APPLICABLE LEGISLATION AND JURISDICTION

- 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 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.

4. CONTRACT TERM

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

5. CONTRACT BUDGET

Base tender budget.

The total **maximum available budget** for the contracts is **257,156.00 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.
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The economic 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 (2023) and the value of its possible extension (2024), excluding any applicable taxes.

According to the latter, the total **estimated total contract value** of these contracts is of a maximum of **514,312 GBP**, which includes the following maximum amounts:

- Main contract maximum budget: 257,156.00 GBP
- Renewal maximum budget: 257,156.00 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 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 December 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.

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 digital marketing and promotion 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 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 in all or some of the last three years (2020, 2021, 2022).
- 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.

The requirements set out below regarding 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 food and wine 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 and wine marketing and communications.

- **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. Must have the following qualifications:
 - A minimum of 3 (three) years' experience in food and wine industry marketing and communications, 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 marketing and communications 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 **£360,000**.

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 £360,000.

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.

- d. **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.

- e. **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 - 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 £360,000 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 (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.

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 12 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 fees or the reimbursement of any form of expense 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 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 4 April 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.

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	10
<p>The agency with the lowest budget will receive the highest score, and the rest will obtain the proportional score:</p> <ul style="list-style-type: none"> - Most economical offer receives maximum score. - Rest of offers will have the following formula applied: <i>points per offer = (price of the most economical offer / price of offer) x maximum score per criteria.</i> <p>The Agency must present the budget clearly according to table in Annex III.</p>	
II. Professional team assigned to the project	10
<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"> - Project manager: having more than the minimum 5 years of verifiable experience in digital marketing. 2.5 points per additional year, up to a maximum of 5 points. 5 - PR/Communications/Social Media Manager: minimum of 3 (three) years' experience in digital marketing, with strong communication and writing skills. Must be a native English writer. 1 point per additional year, up to a maximum of 3 points. 3 - Programme Administrative Coordinator: minimum of 2 (two) years' experience in marketing and 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. 2 <p>See section 7.c for the full description of the requirements for these roles.</p>	
III. Technical Proposal	80
<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 III.1 will automatically be excluded. - ICEX will assess Technical Proposal responses as follows: <ul style="list-style-type: none"> Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated. 0% of the maximum score Partially compliant. The proposal shows that the agency meets some, but not all, of the requirements and/or does not provide sufficient 50% of the maximum score 	

<p>information or detail on how it will do so.</p> <p>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.</p> <p>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.</p>	<p>75% of the maximum score</p> <p>100% of the maximum score</p>
<p>III.1. Technical Proposal: Strategy and content of the digital campaign.</p> <p>ICEX will award a maximum of 70 (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 proposed and the means by which it is proposed.</p> <p>Overall assessment (innovation, alignment with the campaign objectives, etc.) of the activities in the promotional campaign within the maximum budget assigned. Assessment of the proposals will be measured based on creativity, data and optimisation thus applying a qualitative KPI approach over quantitative. ICEX will award points to each of these elements as follows:</p> <p>III.1.a. Assessment of consumer profiles and audience segmentation.</p> <p>III.1.b. Assessment of the platforms and media to be targeted based on audience segmentation.</p> <p>III.1.c. Assessment of the Ad Technologies to be used.</p> <p>III.1.d. Assessment of how the campaign will be optimized.</p> <p>III.1.e. Assessment of how the campaign will support the on- and off-trade sales.</p> <p>III.1.f. Assessment of the engagement metrics that will be applied to measure brand recall.</p> <p>III.1.g. Assessment of How the agency will measure activity to show an improvement to sales lift.</p>	<p>70</p> <p>10</p> <p>10</p> <p>10</p> <p>10</p> <p>10</p> <p>10</p> <p>10</p>
<p>III.2. Technical Proposal: Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of 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. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

Chair*	María Naranjo	Director of Agri-Food Industry. ICEX Headquarters
Substitute	Salomé Martínez	Deputy Director of Agri-Food Industry. ICEX Headquarters
Committee member	Marianne Rodríguez	Assistant Director Wines from Spain. ICEX London
Substitute	Janine Gilson	Assistant Director Foods from Spain. ICEX London
Committee member	Carlos Villar	Area Manager - Foods & Wines from Spain. ICEX Headquarters
Substitute	Pedro Flores	Area Manager - Foods & Wines from Spain. ICEX Headquarters

Committee member	Yolanda Arias	Head of the Administration Department. ICEX London
Substitute	Milagros Herrero	Member of the Administration Department. ICEX London
Secretary**	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

*With casting vote

**With voice and without vote

12. 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 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.

13. 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.

14. MODIFICATIONS OF THE CONTRACT

Once the contract has been formalized, 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.

15. APPLICABLE LEGISLATION

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.

16. JURISDICTION

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.

17. 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 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".

18. ORGANISATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism It is represented in 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 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			
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...			
PROGRAMME ADMINISTRATIVE COORDINATOR			
	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, timeline and work plan.

- Consumer profiles and audience segmentation
- What platforms and media will be targeted based on audience segmentation
- What Ad Technologies will be used
- How the campaign will be optimized
- How the campaign will support the on- and off-trade sales
- What engagement metrics will be applied to measure brand recall
- How the agency will measure activity to show an improvement to sales lift

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 (257,156.00 GBP, excluding taxes) will not be considered.**

AGENCY PROPOSAL SHERRY WINES DIGITAL CAMPAIGN Maximum total budget 257,156 GBP (excluding taxes)	ECONOMIC PROPOSAL BEFORE TAXES	TAXES	TOTAL
ADAPTATION OF CREATIVITY TO REACH THE TARGET AUDIENCE			
CONTENT MARKETING			
PAID ADVERTISING			
BRANDED CONTENT			
WEBSITE MAINTENANCE AND ADAPTATION			
IDENTIFICATION OF ON- AND OFF-TRADE ACCOUNTS WHERE SHERRY CAN BE FOUND			
OTHER DIGITAL TOOLS			
SUBTOTAL			
TOTAL			