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RESTAURANTS FROM SPAIN 2023: COMMUNICATION CAMPAIGN BRIEF

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

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

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. Q2891001F
2.-	Case Number:	X082-01-2023
3.-	Scope of the contract:	To appoint a PR/Communication Agency to plan, organize and manage the 'RESTAURANTS FROM SPAIN' communication campaign for 2023 in Poland. The campaign will promote an image of the highest quality, authenticity and sustainability for (1) the certified Spanish restaurants in Poland with ICEX quality certification RESTAURANTS FROM SPAIN and (2) the food and wines from Spain among opinion creators (ie influencers or similar).
4.-	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email to tenders@icex.es by April 24th 2023 at 17:00h (Madrid time) All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.



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TERMS OF REFERENCE

1) SCOPE OF THE CONTRACT

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

The campaign will promote an image of the highest quality, authenticity and sustainability for (1) the certified Spanish restaurants in Poland with ICEX quality certification RESTAURANTS FROM SPAIN and (2) the food and wines from Spain among media and opinion leaders (ie influencers or similar).

The target audience will mainly include:

- Media and opinion leaders (primary)
- Food and Beverages trade professionals (secondary)

2) AGENCY PROFILE AND STAFFING REQUIREMENTS

2.1. Agency profile.

- PR/Communication Agency with demonstrated expertise in the Polish social media environment. Agencies must demonstrate their proven track record by providing examples of work completed in Poland.

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

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

2.2. Agency staffing

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

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It is expected that the team leader assigned by the Agency to the contract has **specific knowledge, professional expertise and at least 3 years' experience in the Polish social media environment and in communication management**. Any changes of key team members must be communicated in advance to the Client.

2.3 Agency financial requirements

All competing agencies will be required to demonstrate an annual turnover of at least 90.000 PLN in the best of the last 3 (three) tax years (2020, 2021 and 2022).

3) AGENCY RESPONSIBILITIES

- Production of a post-campaign report before the end of December 2023.
- Elaboration of a concept strategy for the whole campaign under the principles of the RESTAURANTS FROM SPAIN certification program and the contents and image from ICEX FOOD AND WINES FROM SPAIN.
- Execution of the program proposal under the Technical Specifications of point 1 including the graphic design and interview contents for each action.
- Evaluation of impact following each action mentioned at the program proposal.

4) BUDGET

The maximum available budget for the contract is 100.000 PLN (VAT excluded), inclusive of all expenses (such as local transportation, postage, courier costs and any other expenses related to the service provision) and agency fees.

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

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

If any activity is not carried out, it will not be paid.

5) ESTIMATED CONTRACT VALUE

The estimated total contract value is 100.000PLN.



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6) TERM

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

7) INVOICING AND PAYMENTS

Invoices should be addressed to:

ICEX España Exportación e Inversiones E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Q-2891001F

But **dispatched to:**

Economic and Commercial Office of Spain in Warsaw
Ul. Genewska 16
03-963 Warsaw

The Agency invoice/s will contain the following elements:

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

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



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8) PROCEDURE

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

Agencies interested in bidding may contact ICEX (exclusively to tenders@icex.es) with any questions about the brief up to **April 20th 2023 at 17:00h (Madrid time)**.

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

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

The proposal needs to be sent via email only and exclusively to tenders@icex.es by April 24th 2023 at 17:00h (Madrid time).

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

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

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

Proposals not submitted within the deadline will be excluded.

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



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

ANNEX I. Economic and technical solvency. PDF file

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

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

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

ANNEX II. Technical Proposal. PDF file

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

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

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

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

ANNEX III. Economic Proposal.

- ✓ **Economic proposal (The Agency price for work requested and proposed stated in PLN) – Document C (excel file template).**
- ✓ ICEX will evaluate tenders based on the offered Agency total price (excluding taxes) for

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executing the requested work.

- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget (100.000 PLN, excluding taxes), will automatically be disqualified.**

9) EVALUATION CRITERIA

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

EVALUATION CRITERIA	Points (Max.)
I. Total budget	Up to 25 Points
<p>The agency with the lowest total price will receive the highest score of the item, and the rest will obtain the proportional score.</p> <p>Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.</p>	
II. Agency's strategy, means of implementation, and media plan	Up to 75 points
<p><i>(The proposals that do not receive at least 20 points in this section will be automatically excluded)</i></p> <p>For each section we shall assess the quality of proposed plan and extent to which it most efficiently satisfies the campaign objectives stipulated assigning points as follows:</p>	
<p>The extent to which the Proposal meets our requirements as set out in this brief, according to the following breakdown:</p> <ul style="list-style-type: none"> - Scope of action plan: 15 points <p>We will evaluate the proposed plan and timeline for the actions to determine the extent to which includes all the elements listed in Section 13.</p>	45



<ul style="list-style-type: none"> - Suitability of the campaign proposal: 15 points We will evaluate the proposed elements of the campaign to determine its suitability in terms of impact and its alignment with the campaign main objective. - Media plan: 15 points We will evaluate the range of media proposed and how likely it is to successfully reach our primary target audience. 	
<p>The extent to which the Proposal is perceived to reinforce the Spain quality image</p> <p>We will evaluate whether the Proposal offers positive brand reinforcement and reflects contemporary ideas about Spanish food and beverage and culinary culture including an image of quality, authenticity and sustainability.</p>	20
<p>Other additional services or actions offered (without additional cost) which are not specified in the Request for Proposal</p>	10

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

0% of allocated points	Proposal 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
50% of allocated points	Compliant
75% of allocated points	Fully Compliant
100% of allocated points	Exceeds Requirements

Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.

Bids will be considered disproportionate or anomalous when:

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

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, the Client will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

Tiebreaker criteria



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

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

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

10) OBLIGATIONS

The Agency shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract.

Specifically, the Agency shall be responsible for:

- Ensuring that both the development and the result of the services/work which it has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
- The personnel forming part of the project team assigned to the development and performance of the Contract, with the Agency bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
- The processing of any information and data made available to it.

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



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11) CANCELLATIONS

ICEX reserves the right to unilaterally terminate the Contract if the services are not performed in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met or if there is any failure to fulfil the obligations established in the Contract. All the above is without prejudice to any claims for damages that might arise.

Force Majeure or restrictions imposed by the Authorities

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of the contract that bring their cause in cases of *force majeure* or restrictions imposed by the Authorities. The duties of the contract will be considered suspended while the situation of *force majeure* or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible. In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of *Force Majeure* or restriction extends in time for more than three months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

Cancellation or postponement of activities

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

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

12) INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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



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

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

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

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

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

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

This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

13) TECHNICAL SPECIFICATIONS (PROGRAM PROPOSAL)

THE KEY ELEMENTS

- 1. Preparation of a content promotion materials package for each restaurant. The content package should include: minimum 10 photos, minimum 2 rolls on Instagram, 10 InstaStory, a personalized manual with instructions and recommendations about how to use the content package.**

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2. Collaboration with influencers. Collaboration with at least 10 channels of influencers on a continuous basis who will share a minimum of 70 annual publications. Each content prepared by an influencer should be verified before the publication. The appointed agency may propose strategies to improve engagement.

3. Organising with each restaurant certified as Restaurants From Spain the visits of the influencers. The appointed agency may propose strategies to improve relations with the restaurants.

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

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

It is the responsibility of the Agency to ensure that its database is comprehensive.

14) EUROPEAN FUNDING

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

The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and in particular with the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards.

15) CONTRACT AND JURISDICTION

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

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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 Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

Warsaw, on the date included in the signature

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

Mariano Muñoz Carpena



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