

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.

TRADE COMMISSION OF SPAIN IN AUSTRALIA

Edgecliff Centre, Suite 408

203-233 New South Head Rd

Edgecliff NSW 2027

E-mail: tenders@icex.es

Date: 9th April 2026

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: 5th May 2026 17:00 AEST

Contracting Authority	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Australia
Contract number	X072-01-2026
Scope of the Contract	Appointment of a communications, events and/or marketing agency, specialised in food and beverage to deliver an integrated, multi-channel market activation in Australia for Vinagre de Jerez (Spanish sherry vinegar).
Timing, dates and possible number of renewals	From the date of signature until 31 December 2026, with three possible extensions.
Max. budget for contract excluding renewals	AUD 67,617 Australian Dollars, tax excluded
Contract value including renewals	AUD 283,991 Australian Dollars Total term + extensions + modifications, tax excluded
Qualifying requirements	<ul style="list-style-type: none"> - Financial solvency: financial accounts for the best of the last three years and minimum of 101,425 Australian dollars. - Technical solvency: proven track record and expertise in food and beverage campaigns and/or activations during the past three years. - Team requirements: a minimum of two staff members and a designated primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical (max 70 points)
Submission of tenders	<p>The three separate documents that represent the proposal need to be sent via email exclusively at: tenders@icex.es by 5th May 2026 at 5:00 pm (Sydney time); 5th May 2026 at 9:00 am (Madrid time).</p> <p>All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.</p> <p>- The three submissions:</p> <ol style="list-style-type: none"> 1. Documentation demonstrating qualifying requirements, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price)
Contact for questions	The interested agencies may contact ICEX with any questions about this brief at tenders@icex.es before 30 th April 2026, at 5:00 pm (Sydney time)

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Trade Commission of Spain in Sydney, invites companies to submit their proposals for the design and implementation of an integrated, multi-channel market activation campaign in Australia in 2026, focused on Vinagre de Jerez (Sherry Vinegar).

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose is to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Economy, Commerce and Business of the Government of Spain (www.mineco.gob.es), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on a network of professionals specializing in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Trade Offices** located in Spanish embassies and consulates all over the world.

1. BACKGROUND, PROJECT DESCRIPTION, AND OBJECTIVE OF THE CAMPAIGN

Vinagre de Jerez (Sherry Vinegar) is present in the Australian market and is primarily used in professional kitchens for its functionality and culinary versatility. However, it is not consistently recognised as a distinct product category, is rarely referenced explicitly on menus, and is not always clearly associated with its Spanish origin. Its use tends to be practical rather than narrative-driven, with limited awareness of its provenance, production process and differentiating attributes.

Although Vinagre de Jerez is available through several importers, there is currently no shared or structured language in the market explaining how and why it should be used. This absence of a common narrative limits its potential to become a top-of-mind ingredient among chefs, hospitality professionals and gourmet retailers, and reduces its visibility beyond purely functional applications.

In addition, while the term “Sherry” is protected in the wine category, this protection does not always extend to vinegar in the Australian context. This has enabled limited local production, creating a long-term risk of category dilution. Within this framework, there is a clear need to communicate the unique attributes of Vinagre de Jerez—including its Protected Designation of Origin (PDO), traditional ageing process and culinary versatility—in order to strengthen its positioning, credibility and long-term recognition in Australia.

To address these challenges, the project aims to design and deliver an integrated communication and activation campaign in Australia throughout 2026, combining digital channels with selected in-person initiatives. The campaign will target hospitality and retail professionals, specialised media and influencers, as well as informed consumer audiences.

The overall objective of the campaign is to strengthen the visibility, understanding and positioning of Vinagre de Jerez (Sherry Vinegar) as a premium, distinctive and versatile ingredient, reinforcing its association with Spain and its Protected Designation of Origin (PDO).

Specifically, the campaign should:

- Increase awareness of its culinary versatility and practical applications across different cuisines and cooking techniques.

- Reinforce its Spanish origin and PDO status as key elements of differentiation and quality.
- Build credibility through education and professional endorsement, prioritising real usage by chefs and hospitality professionals over purely promotional messaging.

2. SCOPE OF THE CONTRACT

2.1 Overall scope

The scope of the contract covers the strategic development, coordination and implementation of an integrated communication and activation campaign in Australia throughout 2026, in line with the objectives outlined in the Project Description and Objective section.

The campaign will combine content creation, digital amplification, professional engagement and selected in-person activations, targeting hospitality and retail professionals, specialised media and influencers, as well as consumer audiences. The agency will be responsible for proposing, implementing and coordinating the agreed actions, in close collaboration with the Economic & Trade Commission of Spain in Australia.

2.2 Strategic and creative development

The agency will be responsible for developing the overall strategic and creative approach of the campaign, ensuring coherence across all actions and channels.

This will include:

- Definition of the campaign narrative and key messages, aligned with the product's Spanish origin, Protected Designation of Origin (PDO), traditional ageing process and culinary versatility.
- Adaptation of messaging to different target audiences, including chefs, hospitality professionals, media, influencers and informed consumers.
- Proposal of a creative framework that supports educational, credible and professionally driven communication, prioritising real usage over purely promotional content.

2.3 Content creation and chef-led initiatives

The agency will identify, engage and coordinate a curated group of chefs active in the Australian hospitality sector to develop original content featuring Vinagre de Jerez (Sherry Vinegar from Spain). Key selection criteria shall include professional trajectory, and formal training and/or experience in Spanish gastronomy.

This scope will include:

- Selection of chefs representing a range of culinary styles and cuisines, such as Spanish, Modern Australian and other relevant international cuisines.

- Development of original recipes and/or usage-based content highlighting the versatility of the product across techniques, dishes and cooking contexts.
- Production coordination of supporting visual assets, including high-quality photography and, where appropriate, short-form video.
- Support for the conceptual and creative design of a product kit including samples, to be used for campaign and outreach purposes, in coordination with the Economic & Trade Commission of Spain in Australia.

All content should be suitable for use across digital channels and adaptable for reuse during different phases of the campaign.

2.4 Influencer engagement and digital amplification

The agency will design and implement a digital amplification strategy to extend the reach and impact of the chef-generated content.

This will include:

- Identification and engagement of selected food and gastronomic influencers with established Australian audiences.
- Coordination of content publication through influencers' own digital channels, including static posts and/or short-form video.
- Where relevant, facilitation of collaborative content involving chefs, influencers and selected retail or hospitality venues, showcasing real-world usage and availability.
- Where applicable, inclusion of campaign content or key messages in opt-in newsletters or email communications managed by influencers or media partners.

2.5 Media and paid promotion

The agency will propose and implement targeted media and promotional actions to support campaign visibility among priority audiences.

This will include:

- Targeted digital promotion aimed at food-interested consumer audiences as well as trade and professional profiles within Australia, primarily through platforms such as Instagram and Facebook, while remaining open to other relevant digital channels where justified.
- Placement of selected recipes and campaign content in relevant Australian gastronomic, lifestyle or trade media outlets, prioritising audience alignment, reach, relevance and credibility.

2.6 Professional education and training environments

The agency will support collaborations with culinary schools and professional training environments to engage chef and hospitality audiences through educational or practice-based activities.

Actions may include:

- Demonstrations, workshops or masterclasses focused on professional applications of Vinagre de Jerez.
- Integration of the product into training or educational contexts aligned with campaign objectives.
- Activities designed to reinforce understanding of origin, PDO status and culinary versatility among future and current professionals.

2.7 On-trade and retail activations

The agency will design and coordinate selected activations in restaurants, gourmet shops and, where viable, gourmet retail outlets.

These activations will focus on:

- Increasing visibility at point of use and point of sale.
- Supporting education and engagement through real culinary applications.
- Reinforcing product recognition within relevant professional and consumer environments.

2.8 Coordination and project management

The agency will ensure ongoing coordination with the Economic & Trade Commission of Spain in Australia throughout the duration of the campaign.

This will include:

- Regular alignment on planning, implementation and timing of actions.
- Flexibility to assess and incorporate additional ideas or actions that may arise during the campaign period.
- Day-to-day project management, including coordination with chefs, influencers, media and other stakeholders.

2.9 Reporting and deliverables

The agency will deliver a post-campaign activity report outlining the actions implemented and key outcomes achieved.

The report should include:

- A summary of activities delivered.
- Quantitative and qualitative indicators of execution and reach, where available.
- Supporting documentation (such as pictures or links to content produced)

The report must be submitted by 6th of December 2026.

2.10 Content ownership and usage rights

All content produced under the campaign will be made available for use by Foods and Wines from Spain and the Economic & Trade Commission of Spain in Australia across their own digital channels, including websites, social media, presentations and communication materials.

All content and materials developed under the scope of this campaign will be shared in advance with the Economic & Trade Commission of Spain for review and approval prior to publication.

Content should be delivered in formats that allow adaptation and reuse across different phases of the campaign, in order to maximise longevity and impact.

All promotional materials developed within the framework of the campaign shall incorporate the corresponding institutional logos, to be supplied by the Economic & Trade Commission of Spain in Australia.

Bids that do not include all the activities / tasks requested in the briefing will be automatically excluded.

3. TERM AND EXTENSION OF THE AGREEMENT

3.1 Term. The services described in the contract will run from the date the agreement is signed by both parties until December 31st, 2026.

3.2 Extension. ICEX hereby reserves the right to renew the Agreement with the company awardee for three additional years the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. Price revisions will not be allowed.

The awardee company will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension. Each renewal will be signed by both parties.

4. BUDGET

4.1. Maximum Budget (all tax excluded): the maximum available budget for the execution of the project will be **AUD 67,617 (Sixty-seven thousand six hundred and seventeen Australian dollars)**. Bids will be made in Australian dollars **excluding GST or taxes**. **However, bidders must clearly specify in their proposals, as a separate line item, any applicable taxes.**

4.2. Estimated contract value: The estimated total contract includes the value of the contract and the value of its possible extensions of its modifications, excluding any applicable taxes. According to the latter, the total estimated total contract value of this contract is of a maximum of 283,991 Australian dollars, excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 67,617 Australian dollars
- Renewal (first) maximum budget for 2027: 67,617 Australian dollars
- Renewal (second) maximum budget for 2028: 67,617 Australian dollars
- Renewal (third) maximum budget for 2028: 67,617 Australian dollars

- Modifications to the contract: 13,523 Australian dollars. Foreseeable reasons that could lead to a modification of the contract value include: the need to broaden the scope of the activity. This may be due to the need to increase the duration of the event or the number of participating brands, or the need to add a complementary activity to the elements listed in this document).

Should any of the planned activities not be carried out, the budget allocated to the respective activity/ies will be deducted from the overall budget.

5. PAYMENTS AND INVOICES

5.1. Contract Amount. Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Trade Commission of Spain in Sydney.

5.2. Payment currency. Payments to the company will be made in the currency of the Contract, which is **Australian dollars**. Any currency exchange costs will be borne by the bidder.

5.3. Payment schedule. The total contract value shall be paid according to the following schedule:

- Up to 80% of the total contract value may be invoiced on a monthly basis, in proportional amounts and upon presentation of the corresponding invoices for the services effectively rendered during each month.
- The remaining 20% shall be paid upon completion of the project, and subject to the delivery and approval by ICEX of the final report and social media recap, including conclusions and recommendations.

5.4. Invoice details. All the invoices should be addressed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Number: ES-Q2891001F

But **dispatched to:**

Economic and Trade Commission, Embassy of Spain in Australia
Edgecliff Centre, Suite 408
203-233 New South Head Road,
Edgecliff NSW 2027

The Agency invoice will contain the following elements:

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

6. REQUIREMENTS

- 6.1 Financial solvency requirements.** All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of 101,425 Australian dollars, on the best of the past three years.

If it is not possible to prove financial solvency by means of annual turnover, the tenderer may accredit such solvency by providing an undertaking to take out professional risk liability insurance for an amount equal to or greater than 101,425 AUD.

- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in designing and delivering communication, marketing and/or promotional activities for food and beverage products in Australia. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in Australia.

- 6.3 Team requirements.** The role of each team member assigned to this project shall be specified in the tender. In addition, their curriculum vitae must be included in the proposal. The company 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, represented by the Economic & Trade Commission.

A minimum of two staff members assigned to this project is expected.

Project lead / primary contact

- Minimum of three years' professional experience in communication, marketing or promotional activities related to the food and beverage sector in Australia.
- Proven experience in coordinating integrated campaigns and managing multiple stakeholders.
- Strong project management and coordination skills.

Supporting team member(s)

- Minimum of one-year professional experience in communication, marketing, digital content, influencer engagement, media relations or event activation.
- Experience working with food and beverage brands or gastronomic projects in Australia will be considered an asset.
- Operational capacity to support content production, digital amplification and campaign implementation.

The company will notify the Economic & Trade Commission of any changes to the team that may have an impact on the development of the project. Any member leaving the team will have to be replaced with a person that meets the requirements of this briefing. The company team will regularly hold meetings with the team of the Economic & Trade Commission of Spain in Sydney to monitor the development of the project. These meetings can be held via videoconference.

- 6.4 Assignment.** The assignment of the contract is not allowed.

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA		Scores (Max.)
I. Price competitiveness of the tender (financial proposal)		30
<p>ICEX will consider and evaluate financial proposals based on offered prices, excluding taxes (if applicable).</p> <p>The Agency with the lowest budget will receive the highest score, with the rest awarded a proportional score:</p> <ul style="list-style-type: none"> • The most economical offer receives the maximum score. • The following formula will be applied to other offers: points per offer = (price of the most economical offer / price of offer) x maximum score per criteria. <p>Note: Any proposals exceeding the maximum budget will not be considered.</p>		
II. Technical Proposal		70
<p>ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below.</p> <p>Technical Proposals that do not receive at least 30 points in this section will automatically be excluded.</p> <p>For each section ICEX will assess the quality of the proposed plan and extent to which it most efficiently satisfies the campaign objectives stipulated, assigning points as follows:</p>		
<p>Degree of alignment between the proposal and the agency responsibilities outlined in this Request for Proposal.</p> <p>Evaluation will consider the overall coherence and robustness of the proposed activities, including their feasibility, conceptual approach, and level of detail, as well as the extent to which they introduce relevant innovations or improvements.</p> <p>Assessment will also focus on the strategic rationale underpinning each element of the campaign, including the suitability of the proposed approach and the demonstrated understanding of the Australian market.</p> <p>The cost of any innovation or improvement must be included in the proposed budget and may not involve any additional cost.</p>		10
<p>Technical assessment of the proposed activities, including the procedures and methodologies to be deployed for their implementation. This will consider the professional standards applied to the preparation, execution and follow-up of the activities.</p> <p>i. Content creation and chef-led initiatives and influencer engagement. Assessment of the proposed format and analysis of examples of platforms, culinary schools and professional</p>		60

<p>training environments, chefs representing a range of culinary styles and gastronomic influencers. Maximum score: 20 points</p> <p>ii. On-trade, hospitality and retail activations. Assessment of the format, procedure and guidelines implemented for activations in restaurants, gourmet shops and/or gourmet retail outlets. Maximum score: 20 points</p> <p>iii. Media and paid promotion plan. Assessment of the media plan to achieve excellent coverage. Maximum score: 20 points</p>	
<p>- ICEX will assess Technical Proposal responses as follows:</p> <p>Not enough information. The proposal lacks basic information or details that would allow it to be appropriately evaluated: <u>0% of the maximum score.</u></p> <p>Compliant. The proposal shows that the agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so: <u>50% of the maximum score.</u></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: <u>75% of the maximum score</u></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: <u>100% of the maximum score.</u></p>	
<p>TOTAL</p>	<p>100</p>

8. CONTENTS OF PROPOSALS

- 8.1. Proposal content.** Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial Proposal)**, as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.
- 8.2. Document 1: Administrative Requirements (PDF file).** All competing companies must present an electronic file in PDF format, comprising the following documents:
- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
 - **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work were undertaken. A minimum **experience of three years** in similar projects is required.
 - **Team requirements.** The curriculum vitae of all team members must be included in the proposal, along with a clear specification of their roles within the project.
- Financial Solvency.** Bidders must prove an annual turnover of more than 101,425 Australian dollars in the best of the last three years.

- 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.

8.3. Document 2: Technical Proposal (PDF file). All applicants must submit a detailed proposal (see Section 2.0 - Scope of the Contract) **excluding any reference to price**, and a work plan in line with the objectives of the campaign. The offers must include a proposed action plan with a detailed breakdown of the actions.

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.

8.4. Document 3: Financial proposal (MS Excel file). All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

8.4.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes are clearly separated.

8.4.2. Currency. The proposal will be drafted in **Australian dollars**.

9. SUBMISSION OF PROPOSALS

a. **Invitation to tender.** ICEX, represented by the Economic & Trade Commission of Spain in Sydney, will send this briefing to different companies. The briefing will also be published [on the website](#) of the Economic & Trade Commission of Spain in Sydney.

b. **Submission of proposals.** The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before **5th May 2026 at 5:00 pm (Sydney time)**. Proposals not submitted within the deadline will be automatically excluded.

9.1.1. Electronic files. All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).

9.1.2. Expenditure. Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

9.1.3. Language. The proposal will be drafted and presented in English.

9.1.4. Acceptance of terms. Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.

c. **Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.

- d. **Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written correspondence.
- e. **Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- f. **Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- g. **Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.
- h. **Contact persons.** Questions related to this briefing might be addressed in written form until **30th April 2026 at 5:00 pm (Sydney time)** only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

10. PROCUREMENT BOARD

10.1. Appointed members of the Procurement Board for purposes of this tender will be:

President	María Naranjo	Director - Agrifood Industry Department. ICEX (Spain)
Substitute	Salomé Martínez	Deputy Director - Agrifood Industry Department. ICEX (Spain)
Member	Laura Velasco	Head of Department - Gastronomy. ICEX (Spain)
Substitute	Tatiana Mier	Head of Sector – Gastronomy Department. ICEX (Spain)
Secretary	Pedro Patiño	Deputy Director of Procurement
Substitute	Isabel Arias	Procurement Officer

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] n°. 67 of 19 March 2025

Rodrigo Tilve Seoane
Chief Economic and Trade Commissioner
Economic and Trade Commission of Spain in Sydney

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. 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, ICEX will decide, upon technical advice if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

Tiebreaker Criteria. In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.

- 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, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

- a. **Technical Quality.** The company awardee 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. In particular, the company awardee shall be responsible for:
- Ensuring that both the development and the result of the services and work which 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 company 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.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.
 - iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. 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.
- i. The company shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out

the activities and services under the contract. The company shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the company or subcontracted by it.

- ii. The company also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.
- iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the company for any liability that might be applicable.

3. CANCELLATIONS

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the company in accordance with the instructions received from ICEX, if any of the deadlines applicable to the company are not met, or if there is any failure to fulfil the obligations established in the contract. All of the above is without prejudice to any claims for damages that might arise.
- b. **Cancellation, postponement or modifications of actions.**
 - i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.
 - ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.
 - iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

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.

5. DATA PROTECTION

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose of managing the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund. 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 2013¹, and, in particular, 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 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: 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”.

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006. <http://data.europa.eu/eli/reg/2013/1303/2020-12-29>

7. Market and industry context. Sherry Vinegars from Spain and their place in Australia

The secret behind Sherry Vinegar's unique and extraordinary quality lies, without a doubt, in its origin. Sherry Vinegar comes from Sherry Wines, noble wines par excellence, which lend it a wealth of nuances and distinctive features. For this reason, Sherry Vinegar can only be produced in one place: the Jerez region in southern Spain, where these singular wines are made.

Sherry Vinegar is aged following the same traditional system used for Sherry Wines, known as the criaderas y solera method. This genuine and prolonged ageing process, which can last between 10 and 20 years, is what gives Sherry Vinegar its rich complexity and extraordinary flavour. This depth and balance resonate particularly well in Australia, where chefs increasingly value ingredients that deliver intensity without aggressive acidity.

Sherry Vinegar fits naturally into the Australian culinary landscape, which is strongly influenced by Mediterranean cooking and produce-led cuisine. Its aromatic complexity allows it to elevate simple preparations such as oven-roasted or grilled vegetables, while its moderate acidity and persistent aroma make it ideal for fresh, vibrant dishes that require balance on the palate. Noted for its intense yet rounded flavour, Sherry Vinegar is especially well suited to applications where freshness and depth must coexist — from gazpacho and cold soups to seafood dishes and creative salads. Its balanced fruitiness, acidity and warm golden colour make it a distinctive option for chefs looking to add character and personality to their dishes. Sherry Vinegar is traditionally aged in 500-litre American oak casks previously seasoned with Sherry Wine, although PDO regulations also allow the use of oak or chestnut containers of up to 1,000 litres. These ageing vessels play a key role in shaping the vinegar's aromatic profile and complexity.

The criaderas y solera system is a dynamic ageing process in which younger vinegars are gradually blended with older ones over time. The barrels are arranged in several tiers, or "scales", according to age. The lowest tier, known as the solera, contains the oldest vinegar, while the upper criaderas hold progressively younger vinegars. This method ensures consistency, balance and depth — qualities highly valued in professional kitchens. The Australian market shows a growing interest in Spanish products and the Spanish brand, particularly within the hospitality sector. Beyond traditional categories, there is increasing demand for premium, specialised ingredients that bring both functionality and story to the plate. In this context, Vinagre de Jerez DOP presents a clear opportunity in Australia as a high-quality, versatile ingredient aligned with the needs of modern Australian cuisine.