

ECONOMIC & COMMERCIAL
OFFICE OF SPAIN

CANTON

REQUEST FOR PROPOSALS

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN CANTON
Address: Unit 503-504, 10, Huaxia Road, Zhujiang Newtown
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E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 30th. December 2025, 11.00 a.m.
(Madrid time)

Date: 27th. November, 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in CANTON
Contract number	X096-08-2025
Proposal's request	Selection and engagement of a communication and advertising agency for the design and execution of a communication campaign, mainly carried out in social media and other digital media, for Foods and Wines of Spain.
Timing, dates and number of possible renewals	Signed date until June 30 th . 2026 with no extensions considered at this time.
Max. budget for contract excluding renewals	Euros 500.000 (five hundred thousand), tax excluded
Contract value including renewals	Euros 500.000 (five hundred thousand Euros) No extensions or modifications are considered at this time, tax excluded
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years and minimum of Euros 500.000, or its equivalent in Chinese RMB (RMB 4 million). - Technical solvency: proven track record in China during the past three years. - Team requirements: a minimum of four staff members and a designated primary contact person.
Points to be assigned based on evaluation of your proposal	Price (max.30 points), Technical proposal (max. 70 points)
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by December 30th. 2025, at 11.00 a.m. Madrid time. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. Technical proposal (Document 2) should not exceed 25 pages. - The three submissions: 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price)
Contact for questions	Only written questions by email before December 15th 2025, at 11.00 a.m. (Madrid time), to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Canton, P.R. China, invites companies to submit their



proposals for the design and execution of a communication campaign for the promotion of Foods and Wines from Spain in social media networks in P.R. China in 2026.

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose is to promote the policy it implements. However, ICEX is not part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on 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 network of professionals specialized 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 more than 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

BACKGROUND:

The agro-food industry is one of the most important sectors in terms of contribution to Gross Valued Added and employment in Spain. It is also crucial for its role in guaranteeing the sufficiency and safety of food for the general population. For this reason, the agro-food industry has benefited of the special attention of ICEX from its foundation.

Today the Spanish agro-food industry is highly internationalized. In order to continue supporting the sector, the initiatives of ICEX have been expanding and becoming more sophisticated. ICEX aims at promoting Spanish food, beverages and gastronomy in an integral and mutually consistent manner. ICEX understands that there are different drivers for the consumption of Spanish products and aims at putting them all to use. Hence, while some consumers may be attracted to purchase Spanish food because of their taste or their interest in the Spanish gastronomy, others may be more interested in their health benefits, or as an element of a certain lifestyle.

Although purchase motivations might be different, ICEX promotes Spanish food, beverages and gastronomy upon two common features:

- **Diversity:** The diversity variable builds on the large variety of foodstuff produced by the Spanish sea and countryside, which comprise fish, shellfish, livestock, fruits, vegetables, and spices. The diversity also reaches the gastronomy, as the marked geographical and cultural differences between Spanish regions, as well as different influences from European, North African and American cuisines, have created a national cuisine richer and more complex than in any other European country.
- **Quality:** In regard to the quality of foodstuff, Spain is known for having developed an efficient, reliable and safe supply chain for food and beverages. In the last decade Spain has become a reference in terms of control at origin, traceability and safety of its wholesale and distribution network. Investment in agricultural technology has allowed to improve productivity, without compromising product attributes and safety.
- **Excellence in Gastronomy:** Spain is a powerhouse in Gastronomy, having a long history and tradition of excellence in gastronomy and in the production of high quality foods and beverages, and this is widely recognized in the World, but not known by the Chinese public. Just as an example, the list of "50 Best Restaurant of the World", has given Spain a strong recognition by a record number of Restaurants included in the last editions of the list: So in 2024, of the five best restaurants of the World, three were Spanish (No. 1 Disfrutar



from Barcelona, no. 2 Asador Etxebarry, Guetaria, and no. 4 Diverxo in Madrid). Spain was also the country with more restaurants in the list. This lack of awareness of the quality of the Spanish cuisine, is making more difficult for the Spanish products to enter the Chinese market.

ICEX groups its various initiatives to promote Spanish food, beverages and gastronomy under the collective banner "Foods & Wines from Spain" (FWS). These promotional actions are very different in nature and include the participation in fairs, as a grouper of Spanish exporters and foreign importers; the organization of promotional events, e.g. tastings, masterclasses, or food and wine fairs, which normally aim at professionals; the organization of promotions at points of sale, normally addressed at consumers; the development of communication campaigns, which might be aired through media, online, or social networks and so on. FWS has a homonymous website (www.foodswinesfromspain.com) with abundant information aimed at professionals, also including a list of the promotional actions carried out by ICEX in different markets.

It is important to notice that ICEX regularly promotes Spanish products in China under the FWS banner. In addition to implementing promotion actions such as those mentioned above, FWS has dedicated sites on Chinese social media such as Weibo and WeChat, where it regularly posts contents. Besides, contents of FWS can also be shared on the joint WeChat account of the Economic & Commercial Offices of Spain in China, run under the "Spain Business" brand.

THE PROJECT:

- 1.1.** The Project will consist in the design, implementation and running of a **Communication Campaign**, carried out under the banner of Spain Food Nation, and mainly through social media networks in China, using short videos and other supporting media tools.

The launching of an advertising and communication campaign exclusive for China responds to different motivations.

- Firstly, ICEX aims at reaching a target audience which is broad but hard to identify individually. Consumers of Spanish food, beverages and gastronomy in the Chinese market are too many to be reached individually and can only be described in terms of general demographic features. Furthermore, ICEX is a promoter of Spanish products but does not participate in market operations, for which reason it does not enjoy access to data on actual buyers of Spanish products. Therefore, advertising seems an appropriate communication tool for ICEX to improve its reach to the target audience.
- Secondly, ICEX aims at generating news by communicating points-of-difference. In the global market, Spain is well known internationally for being producer of premium, high quality foodstuff and beverages and enjoying a rich and diverse gastronomy, but this perception is not common in the Chinese market. Major features of the Spanish food and beverage production comprise traceability through all stages of production, transformation and distribution; sustainability, as Spain is the first global producer of organic food; innovation, boasting a dynamic foodtech industry working on the improvement of food production and transformation; safety, with the implementation of some of the strictest safety standards worldwide; and corporate responsibility, which as proven by the efforts deployed by the industry to ensure food supply in Spain and international markets during the pandemic. However, these attributes are not widely known in the Chinese market. Therefore, ICEX would like to communicate the advantages of Spanish products over the offer of existing competitors.
- Finally, **ICEX aims at presenting Spain as a global powerhouse in the production of food, beverages and gastronomy**, something for which it is already recognized



as in markets as demanding as the United States, the European Union, Japan or Korea. This message is not only intended to consumers, but also to professionals, which might be reassured of the potential of Spanish companies to develop their products in the Chinese market.

CAMPAIGN OBJECTIVES:

The basic objective of this Campaign is to promote the image of Spain as a producer of high quality foods and wines, and as a powerhouse in the gastronomy sector, having one of the very best cuisines in the World

The main goal of the Spain Food Nation Communication Campaign in China is to promote Spain as a major international producer of gourmet food and beverages. The Campaign will aim at positioning Spain Food Nation as a distinctive country brand, recognized by targeted high purchasing power consumers in the Chinese market, in such manner that it positions Spanish products as superior vis-à-vis those of competitors. It seeks to raise awareness on the relevance of Spain as supplier of high-quality foodstuff and beverages to China, and modifying the perception of the target audience towards a positive experience.

The promoted products will include foodstuffs that are originated in Spain and which Spain is authorized to export to China, with a special focus on those with a larger potential for market development; i.e. olive oil, meat preparations, fish and seafood, food preparations, milk and other dairies, boned ham, oranges and other citrus, stone fruits, charcuterie, preserves, sherry vinegar, spices, chocolates and confectionary, industrial and craft beers, juices and fruit beverages, and spirits, among other. The former list should not be considered as exhaustive but as indicative. On the other hand, ICEX considers that products that enjoy larger market penetration or that benefit from specific promotion campaigns in the Chinese markets, such as white-coated pork, olives and wines, should not be a main object of promotion of this Campaign, although they can be presented in conjunction with other promoted products. ICEX will try to convince the people responsible for these campaigns to use the approach, designs and media channels used in this ICEX campaign, so that the effect of the combined actions will be mutually beneficial, so that if multiples campaigns eventually participate, the combined total results will reinforce and multiply the results of every one of the campaigns taking part.

In order to build and consolidate the image of Spanish foods, wines and gastronomy amongst Chinese consumers, raising awareness and encouraging the choice of Spanish foods and wines over those of other competing countries, and thus increasing listings of Spanish products both in retail and hospitality businesses, the participating agencies should design a campaign communicating the diversity, quality and attractiveness of the Spanish offer, as shown by the Restaurants from Spain and Colmados of Spain, present in the Chinese market.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

- 2.1.** The Agency eventually selected in this bidding, will be in charge of designing the Communication campaign, and communication materials (videos, advertisements, leaflets...), as in terms of the communication strategy and the selection of KOLs and Brand Ambassadors, channels and social networks to be used in the campaign, and the timeline of the Campaign.



The Campaign will be run from 1st March 2026 to 30th May 2026, and the strategy should be aimed at maximizing the social media presence and impact in the Chinese market.

The awardee agency will have to design and produce all the materials to be used in the campaign and generate contents to be used in the campaign, though the image of the Campaign should follow the lines of the last campaign of Spain Food Nation

The participating Agencies in this bidding, in their proposals will have to:

- Provide the detailed description of the strategy, with a plan of action indicating tactics, targets and timeline; the KOLs and Brand Ambassadors that will be associated to the campaign, detailing their Key Performance Indicators, the social media networks and platforms they used, and other relevant performance indicators.
- Include a Launching Event for the Campaign, with the assistance of all the KOLs and Brands Ambassadors of the Campaign. May be advisable to make Launching events in other cities in China, may be where there are Economic and Commercial Offices of Spain, namely Beijing, Canton and Shanghai.
- Provide the materials to be used in the campaign: videos, ads, articles and other promotional materials, as well as press releases, media alerts, etc. that should help in transmitting a common identity to the Campaign. This design should be in line with the image of the previous campaign of Spain Food Nation in China
- Provide content related to the Campaign for the webpage of FWS (www.foodswinesfromspain.com), as well as for its dedicated sites in Weibo and WeChat, and links and QRs to these sites.
- Provide the strategy for engaging the followers and viewers to post about their positives experiences with Spanish Gastronomy and Spanish products, their visits to Spanish restaurants, or when they are enjoying some Spanish tapas... in particular those in certified Restaurants from Spain, or Spanish products found in Colmadors of Spain.
- Provide a detail social media Communication plan and calendar. The plan should include the creation of posts in the run up, during and post campaign period. Posts on Foods and Wines from Spain on social media accounts are to be completed by the Agency, but must be coordinated and approved by ICEX, following the images of the Spain Food Nation last campaign. ICEX will provide its image manual, and the appropriate logos for the campaign.
- Generate general excitement and interest on the activities, events and presentations of the Spain Food Nation prior, during and after de Campaign.

Note: All paid content will become property of ICEX.

REPORTING

The agency must produce a final report to be delivered no later than June 20th 2026 detailing the agency execution, including the media impact of the campaign. A detailed description of the promotion strategy, efforts and results, including an analysis of social media activity. Each partner promotion report must include the address and contact person



details, as well as visual evidence and graphic material used during the activities undertaken.

- 2.2. 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 described services in the contract will run from the date the agreement is signed by both parties until June 30th. 2026. Even though the actual Communication Campaign will be finished by the end of May 2026, all invoices and the closing and presentation of the accounts should be finished by June 20th. 2026.
- 3.2. Extension:** There will be no extensions of the contract. ICEX, however, reserves the right to launch future campaign/s using content or materials from this campaign.

4. BUDGET

- 4.1. Maximum Budget (all tax excluded):** The maximum budget for the execution of the project will be **€500,000 (Five Hundred Thousand Euros)**. Bids will be made in Euros, **excluding taxes**.

However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.

Under no circumstances can the budget be exceeded.

- 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 a maximum of € 500.000, excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 500,000 € (five hundred thousand Euros)
- 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 & Commercial Office of Spain in Canton.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is **Euros**. Any currency exchange costs will be borne by the bidder.



- 5.3. Payments to offshore accounts.** Payments to bank accounts of the company located offshore will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder.
- 5.4. Payment schedule.** ICEX will ensure that payment is made at the end of each month upon presentation of the invoices for the expenses incurred in that month.
- 5.5. 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 Commercial Office of Spain in Canton
Unit 503-504, 10, Huaxia Road, Zhujiang Newtown.
510623 Guangzhou, P.R. China.

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 **500.000 Euros**, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in designing and executing social media campaigns. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in P.R. China.
- 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 and Commercial Office in Canton.

A minimum of four (4) staff members assigned to this project is expected:

- **Project leader.**- responsible for coordinating the whole campaign. Having a proven track record of 7 years executing promotion and social media campaigns is required.



- **Media coordinator:** Responsible for executing and reporting on social media campaigns. A proven track record of executing communication campaigns on social media, and collaborating with social media, KOLs, etc, with a 5 years relevant experience required.
- **Two (2) Analysts:** Responsible for assisting the coordinators in the execution of the campaigns, and preparing the necessary material for execution and tracking of the campaign, and coordination with the KOL. A minimum of 3 years of relevant experience is required.

The agency will notify the Economic and Commercial Office 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 and Commercial Office in Canton to monitor the development of the project. These meetings can be held via videoconference.

6.4 Assignment. The assignment of the contract to a third party is not allowed.

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



7. EVALUATION CRITERIA

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

EVALUATION CRITERIA	
	Scores (Max.)
I. Price competitiveness of the tender	30
The offer with the lowest budget will receive the highest score of the item (max. 30 points), and the rest will obtain the proportional score: Most economical offer will receive the 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. <ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. 	
II. Technical Proposal	70
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.	
- A detailed description of the strategy, with a plan of action indicating tactics, targets and timeline; the KOLs and Brand Ambassadors that will be associated to the campaign, and social media networks to be used. (Max. 20 points)	20
- The graphic design of the materials to be used in the campaign: videos, ads, articles and other promotional materials, as well as press releases, media alerts, etc. that should help transmitting a common identity to the Campaign, and the alignment with the image of Spain Food Nation. ICEX will value the quality and ambition of the proposal. (Max. 10 points)	10
- A detail explanation and plan of action on how you plan to generate content related to the Campaign for the webpage of FWS (www.foodswinesfromspain.com), as well as for its dedicated sites in Weibo and WeChat. (Max. 10 points)	10
- A detailed report on social media Communication plan and calendar, including medias and KOLs and Brand Ambassadors to be used, and a chronogram of the actions to be undertaken. The plan should include the creation of posts in the run up, during and post campaign period, as well as in relation with the launching events. (Max. 20 points)	20
- A detailed explanation on how you plan to generate general excitement and interest on the activities, events and presentations of Foods and Wines of Spain prior, during and after de Campaign. (Max. 10 points)	10
<u>Technical proposals that do not receive at least 35 points in the evaluation of the Technical proposal will be automatically excluded.</u>	
TOTAL	100



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

0% of allocated points	Not enough information
1% up to 25% of allocated points	Almost adequate
26% up to 50% of allocated points	Adequate
51% up to 75% of allocated points	Very good
76% up to 100% of allocated points	Excellent

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.

-Technical proposals should not be longer than 25 pages.

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, as per model enclosed .
- **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 was undertaken. A minimum **experience of three (3) years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than **500.000 Euros (five hundred thousand Euros)** 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.
- Documentation evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan). In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.



In addition to this document, bidders must complete all requested data in Annex 2 and include the completed Annex 2 in Document 1.

Failure on the part of the tendering companies to submit documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated **will be grounds for exclusion from this procedure.**

Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes:

- A detailed description of the strategy, with a plan of action indicating tactics, targets and timeline; the KOLs and Brand Ambassadors -(including their Key Performance Indicators, experience and other relevant information)- that will be associated to the campaign, and social media networks and platforms to be used.
- The graphic design for the materials to be used in the campaign: videos, ads, articles and other promotional materials, as well as press releases, media alerts, etc... that should help transmitting a common identity to the Campaign. The general image of the campaign should coincide with the general lines of the last campaign of Spain Food Nation.
- A detail explanation and plan of action on how you plan to generate content related to the Campaign for the webpage of FWS (www.foodswinesfromspain.com), as well as for its dedicated sites in Weibo and WeChat.
- A detailed report on social media Communication plan and Callendar, including medias, KOLs and Brand Ambassadors to be used, and a chronogram of the actions to be undertaken. The plan should include the creation of posts in the run up, during and post campaign period.
- A detailed explanation on how you plan to generate general excitement and interest on the activities, events and presentations of Foods and Wines of Spain prior, during and after de Campaign

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.

The price contained in the economic offer must **ONLY be included in Document 3**. Shall it be included in Documents 1 or 2; the offer would be excluded from the tender.

Proposals exceeding the maximum available budget of € 500.000, excluding taxes, will not be considered.

ICEX is a Spanish institution based in Spain for all purposes.

8.2. 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.

8.3. Currency. The proposal will be drafted in **Euros**.



9. SUBMISSION OF PROPOSALS

- 9.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in Canton, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Canton and ICEX's webpage.
- 9.2. 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 11.00 a.m. of **December 30th, 2025** (Madrid time). Proposals not submitted within the deadline will be automatically excluded.
- 9.2.1. 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).
- 9.2.2. Expenditures.** 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.
- 9.2.3. Language.** The proposal will be drafted and presented in English.
- 9.2.4. 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.
- 9.3. 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.
- 9.4. 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 be done in writing.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.



- 9.8. Contact persons.** Questions related to this briefing might be addressed in written form until **December 15th 2025 at 11.00 a.m. (Madrid 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. Division of Agrofood Industries - ICEX
Substitute	Salomé Martínez	Deputy Director. Division Agrofood Industries. ICEX
Member	Ernesto Negrodo	Economic and Commercial Counsellor Economic and Commercial Office of Spain in Pekin
Substitute	Estefanía Roncero	SOIVRE Counsellor Economic and Commercial Office of Spain in Pekin.
Member	Laura Velasco	Head of Department – Gastronomy. ICEX
Substitute	Lidia Escribano	Head of Department Foods and Beverages. ICEX
Member	Jing Liu	Administrative. Economic and Commercial Office of Spain in Canton
Substitute	Amy Su	Head of Department. Economic and Commercial Office of Spain in Canton
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX
Substitute	Isabel Arias	Member of Department of Procurement. ICEX

Canton (China), on the date of the electronic signature

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] nº. 67 of 19 March 2025)

Jaime Lorenzo García-Ormaechea
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Canton



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 awarded company 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 is related, until the said information comes into the public domain or, for any other legitimate reason, 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 confidential information to those people 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 action 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. **Cancelation, 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 cancelation 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

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 will be Spanish.

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.

6. 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. **EUROPEAN FUNDING**

Recovery and Resilience Facility (RRF). This contract is promoted by ICEX España Exportación e Inversiones E.P.E., aligns with the priorities of national and European economic policies aimed at revitalizing and modernizing the productive fabric and is included within the Recovery, Transformation and Resilience Plan (PRTR), financed by the European Union through the Next Generation EU Fund.

The amendment to the PRTR introduced by the Addendum on Isolated High-Level Depressions (“DANA Addendum”), approved by the Council of Ministers by Resolution dated 16 September 2025 and published in the Official State Gazette (BOE) on 17 September 2025, is not merely a measure to support recovery and resilience in response to natural disasters. It represents a commitment to revitalizing and modernizing the productive fabric while strengthening the country’s capacity to withstand increasingly frequent external shocks, whether natural disasters linked to climate change or economic disruptions arising from international circumstances, such as sudden changes in tariff policies.

Under the DANA Addendum, the PRTR incorporates, among others, for ICEX the strategic program within its scope of competence, “Business Internationalization Programs.” The actions under this new component contribute to four of the six pillars of the Recovery and Resilience Facility:

1. It decisively contributes to the green transition;
2. It supports and fosters the digital transformation of society;
3. It promotes smart, sustainable, and inclusive growth;
4. Finally, it strengthens social and territorial cohesion.

This new component will finance, with Next Generation EU funds, a series of investments that can be executed before mid-2026, the deadline for PRTR implementation.

This procurement file is financed by the European Union Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094 of 14 December and Regulation (EU) 2021/241 of 12 February 2021 of the European Parliament and of the Council, which regulate and approve the European Union Recovery Instrument to support recovery following the COVID-19 crisis and the Recovery and Resilience Facility (RRF). Specifically, this action falls within Component 32 concerning Support for Recovery and Resilience in response to natural disasters and, within it, Investment 05 on the evaluation of programs supporting the internationalization of companies in territories affected by DANA and to address the tariff crisis.

Its financing is expected to be fully charged to appropriations under Service 50 “Recovery and Resilience Facility,” from the budget of the Ministry of Economy, Trade and Enterprise, through the corresponding capital transfers from the Secretariat of State for Trade to ICEX during fiscal years 2025 and the first half of 2026.

This service/activity can be subject to European Union’s financing through the Recovery and Resilience Facility (RRF).

