

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN BEIJING
Dirección: A1-B Gonti Nanlu, Spain Buiding 6th Floor
Chaoyang District 100020 Beijing, P.R. China

E-mail: tenders@icex.es
Date: 17 March 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 17th of March 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Beijing
Contract number	X159-01-2025
Proposal's request	Eat Spain Drink Spain China
Timing, dates and number possible of renewals	Signed date until 31 st December 2025 with three extensions
Max. budget for contract excluding renewals	EURO 165.000 (one hundred sixty five thousand), tax excluded
Contract value including renewals	EURO 689.000 (six hundred eighty nine thousand), Total term + extensions + modifications , tax excluded
Qualifying prerequisites	<ul style="list-style-type: none">- Financial solvency: financial accounts for the best of the last three years and minimum of 210.000€- Technical solvency: proven track record in communications and event marketing during the past three years.- Team requirements: a minimum of five staff members and a designate primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical (max 70 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none">- 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 17/03/2025 9:00 Beijing (UTC+8) All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.- The three submissions:<ol style="list-style-type: none">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 10/03/2025 9:00 Beijing (UTC+8) to tenders@icex.es



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

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose it 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 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 at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

Eat Spain Drink Spain (ESDS) is an initiative conceived to promote Spanish food and beverages to consumers with point-of-sale promotions in supermarkets, specialized wines and gourmet stores as well as in restaurants. The objective is to create awareness about Spanish agrifood products and also help professionals in their promotion efforts and to liberate stocks. This promotion has been executed previously by ICEX in markets such as UK, Germany, Singapore and Ireland.

This contract aims to select a communications and event marketing agency with experience promoting agrifood products in China to propose, manage, execute and report the Eat Spain Drink Spain (ESDS) campaign in China. "*Participating products*" under this campaign will be Spanish products from importers or Spanish exporters that have been selected by ICEX through a call for inscriptions that will be launched in the beginning of 2025. These products will already be present in the China market before the ESDS promotion starts.

The aim of the program is to boost the image and sales of high-quality Spanish products in China and to support their presence in wine shops, gourmet shops, supermarkets and HORECA channels. Objectives will be:

- 1.1.** Execute with partnering establishments point-of-sale promotions between 13th of September 2025 and 26th of September 2025.
- 1.2.** Design a promotional campaign that is attractive to the partnering establishments and promoted products, allowing its permanence over the time in the coming years and consolidating the Spanish promotional weeks in China.
- 1.3.** Raise consumer awareness of the quality of Spain's gourmet specialities, in order to improve the listing of Spanish products in the store catalogue and on menus and wine lists in restaurants

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The company will be in charge of:

- 2.1. Point of Sale promotions in wine shops, gourmet shops, specialized online shops and supermarkets**



- 2.1.1.** Secure collaborations with at least 20 wine shops, gourmet shops, specialized online shops and supermarkets across China. Additional point-of-sale promotions beyond 20 venues will be encouraged through variable compensation to the agency (as described in point 4.1.). At least two of them will be online shops and variety in terms of geographic distribution and participating point of sales will be encouraged. Point of sale promotions should last at least 7 days.
- 2.1.2.** ICEX will provide the contact of certified Colmadors from Spain to do point-of-sale promotions. The agency will be in charge of executing point-of-sale promotions in these venues and there will be variable compensation to the agency depending on the number of participating Colmadors from Spain (as described in point 4.1.). The events, publicity and promotion in the Colmadors from Spain will be the same as in the rest of restaurants and bars.
- 2.1.3.** Only food and beverages "*participating products*" (as described in point 1) will be promoted. The agency will not be responsible for buying "*participating products*" and they will be provided by participating importers and exporters. In order to ensure that "*participating products*" become part of the points of sale product catalogue, each establishment will be provided with a list of the "*participating products*" and offered the possibility of receiving product samples after the ESDS call for inscriptions has finished.
- 2.1.4.** Design, produce, send and display attractive promotional material to the points-of-sale including the logos and campaign images provided by ICEX.
- 2.1.5.** Include point-of-sale promotions the media and KOL campaigns (as described in point 2.3) to secure success and awareness about ESDS campaign and "*participating products*".
- 2.1.6.** Elaborate reports on the impact of point-of-sale promotions that include audiovisual material of the promotions (as described in point 2.5).
- 2.1.7.** Design and implement a launch event in each point-of-sale highlighting the "*participating products*".

2.2. Promotions in restaurants and bars

- 2.2.1.** Secure at least 20 restaurants and bars participating in the ESDS campaign across China. Additional promotions beyond 20 venues will be encouraged through a variable compensation to the agency (as described in point 4.1.). Partnering restaurants and bars should have an Eat Spain Drink Spain special menu or special discount promotion that include the "*participating products*". The promotion should last at least 7 days. Restaurants from Spain certified by ICEX will not be considered as possible restaurants, since ICEX will secure the collaboration with these establishments.
- 2.2.2.** ICEX will provide the contact of certified Restaurants from Spain to do restaurants and bars promotions. The agency will be in charge of executing the restaurant promotions in these venues and there will be variable compensation to the agency depending on the number of participating Restaurants from Spain (as described in point 4.1.). The events, publicity and promotion in the Restaurants from Spain will be the same as in the rest of restaurants and bars.
- 2.2.3.** Only food and beverages "*participating products*" (as described in point 1) will be promoted. The agency will not be responsible for buying "*participating products*" and they will be provided by participating importers and exporters. In order to ensure that "*participating products*" become part of the points of sale product catalogue, each establishment will be provided with a list of the "*participating products*" and offered the possibility of receiving product samples after the ESDS call for inscriptions has finished.



- 2.2.4.** Secure an event in each restaurant or bar that involves media, influencers and clients. The information about professional guests (name, phone, Wechat contact, company and position) has to be shared with ICEX. This event should include a guided tasting of the “*participating products*”.
- 2.2.5.** Design, produce, send and display attractive promotional material to the restaurants and bars for the campaign with the logos and campaign images as proposed by ICEX. A package of communication tools used by partners is required (for example posters, leaflets, digital banners, social media templates, press releases, promotional gifts).
- 2.2.6.** Include selected restaurants and bars’ promotions in media and KOL campaigns (as described in point 2.3) to secure success and awareness about ESDS campaign and “*participating products*”.
- 2.2.7.** Elaborate reports on the impact of restaurants and bars’ promotions that include audiovisual material of the promotions (as described in point 2.5).

2.3. Media and KOL promotion campaign

- 2.3.1.** Elaborate an engaging campaign that creates awareness and interest before the ESDS promotion weeks starts, enhances knowledge about Spanish food and beverages and gives media cover to each participating point of sale, restaurant and bar.
- 2.3.2.** Elaborate a specific promotion campaign of the Restaurants from Spain and Colmados from Spain certified by ICEX; including at least:
 - Publish during the year 2025 separate advertising adds to increase the awareness about the Restaurants from Spain and Colmados from Spain certification in China and give publicity and advertisement to the individual establishments certified by ICEX under this program.
 - Give media coverage to the promotion events organized during the ESDS promotion weeks in the Restaurants from Spain and Colmados from Spain and generate interest and awareness before the promotion weeks start.
 - Collaborate with KOLs to visit all of the Restaurants from Spain and Colmados from Spain and ensure that they include in their publications a link to the site about Restaurants from Spain and Colmados from Spain in the Food&Wines from Spain social media.

The list of certified Restaurants from Spain and Colmados from Spain can be found in <https://foodswinesfromspain.cn/> and <https://www.foodswinesfromspain.com/>
- 2.3.3.** Secure that all the “*participating products*” are given visibility in the media and KOL campaign.
- 2.3.4.** Increase the visibility of official Food&Wines from Spain social media (WeChat, Weibo and webpage), including at least:
 - Elaborate press releases before and after the promotion period.
 - Ensure that KOLs that participate in the campaign link in their publications to the Food&Wines from Spain social media
- 2.3.5.** Design, implement and hire all the necessary services and materials for a launching event of the ESDS campaign during the promotion period (as defined in point 1.1) including at least the following features:
 - securing the assistance of at least 20 media representatives and KOLs.
 - securing the display and tasting of all the “*participating products*”. The agency will not be responsible for buying “*participating products*” and they will be provided by participating importers and exporters.
 - organize an authentic Spanish Tapas Cocktail for 50 invitees.

Venue: The agency will not be responsible for hiring the venue. The venue will be selected by the Economic and Commercial Office of Spain in Beijing.



2.4. Secure presence of participating products

2.4.1. Secure that each “*participating product*” is included in at least 10 point-of-sale selling point promotions and/or restaurants and bars.

2.5. Reporting

2.5.1. A monthly report during the three months before the campaign period about the planned schedule for the execution of promotional events and tracking of where each participating product will be present.

2.5.2. A final report detailing the campaign execution, including the media impact of the promotion campaign and covering all the “*participating products*”. The report should include a detailed description of promotion strategy, efforts and results, including an analysis of social media activity, and sales results for each “*participating product*”. Each point-of-sale promotion report must include the address and contacts of the person in charge of the establishment, as well as visual evidence and graphic material used during the promotion and activities undertaken.

2.6. 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 31st December 2025.

3.2. Extension. ICEX hereby reserves the right to renew the Agreement with the company awardee for three additional campaigns since 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 total maximum budget for the project will be 165.000€ (one hundred sixty five 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.

4.1.1. The maximum budget for the execution of all the services specified in point 2. WHAT WE DEMAND will be 95.000€ (ninety-five thousand euros). Within this budget a minimum amount of 23.000€ and maximum amount of 25.000€ will be allocated for the media and KOL promotion campaign for the Restaurants from Spain and Colmados from Spain described in 2.3.2. The rest will be allocated by the agency as they seem suitable to comply with all the services demanded.

4.1.2. For the promotion activities the maximum budget will be:



- A maximum unitary price of 1.000€ for each additional point-of-sale promotion beyond the 20 venues required as a minimum in 2.1.1. up to a maximum of 35.000€ (thirty-five thousand euros).
- A maximum unitary price of 1.000€ for each additional promotion beyond 20 venues required as a minimum in 2.2.1. in bars and restaurants up to a maximum of 35.000 € (thirty-five thousand euros)..

The winning agency will be paid half the unitary price offered for promotions in point-of-sale, bars and restaurants that are certified by ICEX as Restaurants from Spain or Colmados from Spain and want to participate in the ESDS promotion campaign. As a reference there are currently 36 certified Restaurants from Spain and no Colmados from Spain are certified in China. The most recent number can be consulted in [Foods and Wines from Spain. Everything you should know about Spanish food. >> Restaurants & Shops Map](#)

If the contract is renewed beyond 2025, the winning agency will be paid half the unitary price offered for promotions in point-of-sale, bars and restaurants that have already participated in the ESDS campaign on a previous year, since it will be easier to get these establishments involved in the project.

Financial proposals will include a budget summary according to the template (MS Excel file) forwarded with this briefing.

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 689.000€ excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 165.000€
- Renewal (first) maximum budget for 2026: 165.000€
- Renewal (second) maximum budget for 2027: 165.000€
- Renewal (third) maximum budget for 2028 165.000€
- Modifications to the contract: up to 29.000€. This may be due to the need to increase the number of partnering point-of-sales, restaurants or bars.

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 Beijing.
- 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 half the payment of the contract is made before the 15th of September, once the schedule of events has been delivered. The other half of the total amount will be paid once the final campaign report has been submitted and the campaign has been executed with conformity.

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:**

TRADE COMMISSION OF SPAIN IN BEIJING
A1-B Gonti Nanlu, Spain Buiding 6th Floor
Chaoyang District 100020 Beijing, 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 an amount of 210.000€, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in marketing and event executions. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in 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.

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

- Project leader: responsible of coordinating all the promotion campaign. Having a proven track record of 7 years coordinating promotion activities is required.
- Media coordinator: responsible for executing and reporting on the media campaign A proven track record executing media campaign on Chinese social media and collaborating with media in China, and 5 years of relevant experience is required.
- Event coordinator: responsible for coordinating the events, planning a suitable schedule and planning all the necessary steps for its successful implementation. A proven track record in China during at least 5 years is required.



- Two analysts: responsible for assisting the coordinators in the execution of the campaign and preparing all the necessary materials for the execution and tracking of the campaign. Three years of minimum experience executing similar campaigns is required.

The company 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. Any changes of key personnel could affect its potential renewal. The company team will regularly hold meetings with the team of the Economic and Commercial Office in Beijing 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

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
<ul style="list-style-type: none"> For the fixed part of the budget of 95.000€ the offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. 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. (20 points will be awarded for the fixed part of the budget) 		20
<ul style="list-style-type: none"> For the additional point-of-sale promotion beyond the 20 venues required as a minimum in 2.1.1. up to a maximum of 35.000€, the offer with the lowest unitary budget (maximum of 1000€ per unit) will receive the highest score of the item, and the rest will obtain the proportional score. Most economical unitary budget offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical unitary offer / price of offer) X maximum score per criteria. (5 points will be awarded for this economic offer) 		5
<ul style="list-style-type: none"> For the additional bars and restaurants promotion beyond the 20 venues required as a minimum in 2.2.1. up to a maximum of 35.000€, the offer with the lowest unitary budget (maximum of 1000€ per unit) will receive the highest score of the item, and the rest will obtain the proportional score. Most economical unitary budget offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical unitary offer / price of offer) X maximum score per criteria. 		5



<p>(5 points will be awarded for this economic offer)</p> <p>Financial Proposals that exceed the maximum available contract budget will not be considered. Unitary prices multiplied by the secured collaborations cannot exceed the maximum budget.</p>	
<p>II. Technical Proposal</p>	<p>70</p>
<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> <ul style="list-style-type: none"> Media and KOL promotion campaign plan (max.12,5 points): ICEX will assess the quality and ambition of the proposed media campaign. This includes evaluating the quality and suitability of partnering media and the extent of the collaboration. KPIs established by the agency on views and interactions of the KOL's campaign will be evaluated. Specific promotion campaign for Restaurants from Spain and Colmados from Spain (max. 7.5 points): ICEX will assess the quality and ambition of the promotion campaign, its ability to increase awareness in Chinese consumers about the Restaurants from Spain and Colmados from Spain certification and the establishments participating in it, the suitability of KOLs that will collaborate in the campaign and a logic timeline to deploy the promotion campaign to maximize its impact. This includes the quality and suitability of partnering media and the extent of the collaboration. KPIs established by the agency on views and interactions of the KOL's publications will be evaluated. Point of Sale promotions in wine shops, gourmet shops, specialized online shops and supermarkets (max.15 points): ICEX will assess the quality and prestige of partnering point of sales and the impact on sales that may be achieved. A letter of commitment will be required from each point of sale to evidence that the collaboration is secured. Proposals that include promotions in points of sale that go beyond the minimum number defined will be positively valued. Promotions in restaurants and bars (max 15 points). The degree of cooperation and quality of the promotional events will be valued and the effect it may have to commercialize stocks of Spanish agrifood products. A letter of commitment will be required from each restaurant and bar to evidence that the collaboration is secured. Proposals that include promotions in restaurants and bars that go beyond the minimum number defined will be positively valued. Engaging promotional material (max.5 points): The proposal should include a preview of the promotional material that will be distributed in each promotion event to engage consumers. Plan to secure the presence and visibility of Spanish products (max. 10 points): Establish a plan to incorporate different types of participating Spanish gourmet products into the campaign in order to secure its presence in at least 10 points of promotion, restaurants or bars will be assessed. The novelty and innovation of the proposal, and the multiplying effect of the promotion in terms of sales will be assessed. Design of the launch event (max. 5 points): The degree in which the launch event can have a multiplying effect on awareness and visibility of the campaign will be valued, including 	<p>12,5</p> <p>7.5</p> <p>15</p> <p>15</p> <p>5</p> <p>10</p>



the ability to invite media and influencers and its integration in the media and KOL campaign. The quality of the proposal to integrate “ <i>participating products</i> ” within the tapas cocktail will be assessed.	5
Technical Proposals that do not receive at least 5 of the points in the media plan, 5 in the point-of-sale promotions and 5 in the restaurants and bars promotions will be automatically excluded.	
TOTAL	100

The elements of the proposals - other than price and automatic criteria- 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.

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 was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 210.000€ 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). The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes:

- **A media plan including the launch event design**
- **A description of the cooperation with point-of-sales, bars and restaurants**
- **A preview of promotional materials**



- A logical plan of how different gourmet products that that have registered in ICEX's call for inscriptions will benefit from promotion in the campaign and better reach consumers

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 **euros**.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Beijing, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Beijing.

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 17/03/2025 9:00 Beijing (UTC+8). 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 or Spanish.

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 will be done in written.

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 10/03/2025 00:00 Beijing (UTC+8) 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	Head of Agrifood Industry. ICEX Headquarters
Substitute	Salomé Martínez	Deputy Director of Agrifood Industry. ICEX Headquarters
Member	Laura Velasco	Head of Department of Gastronomy. ICEX Headquarters
Substitute	Lucía Vime	Head of Sector in Department of Gastronomy . ICEX Headquarters
Member	Ascensión Martín Jiménez	Head of Sector in Department of Gastronomy. ICEX Headquarters
Substitute	Lidia Escribano	Head of Department of Food and Drink. ICEX Headquarters ICEX Headquarters
Member	Ana Rodríguez	Head of Sector in Department of Gastronomy. ICEX Headquarters
Substitute	María Jesús Abellán	Head of Agrifoodtech Department ICEX Headquarters
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

ICEX's Board of Directors
By Delegation (Resolution of 30 September 2021 BOE
[Official State Gazette] nº. 243 of 11 October 2021

Alfonso Noriega Gómez



Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Beijing

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

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 to manage 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>

