



FURNISHING OF THE TRADE COMMISSION OF SPAIN IN SHANGHAI BRIEF

ICEX Spain Trade and Investment, E.P.E. (ICEX), represented by the *Trade Commission of the Embassy of Spain in Shanghai* invites qualified furniture vendors to submit a proposal to support the *Trade Commission of the Embassy of Spain in Shanghai*, the Client, in the furnishing of their office in **1788 Nanjing Road, Suite 2503-04 Jing'an, Shanghai 200041, China**

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

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) - VAT No. ES-Q2891001F-
2.-	Case Number:	X071-04-2025
3.-	Scope of the contract:	The furnishing of the office of the <i>Trade Commission of the Embassy of Spain in Shanghai</i> , 1788 Nanjing Road, Suite 2503-04 Jing'an, Shanghai 200041, China
4.-	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by 27th June, 2025, at 8:00 am (Shanghai time) . All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.



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TERMS OF REFERENCE

1. SCOPE OF THE CONTRACT

To appoint a furniture vendor to design, deliver and install the furniture of the *Trade Commission of the Embassy of Spain in Shanghai*, in **1788 Nanjing Road, Suite 2503-04 Jing'an, Shanghai 200041, China**

2. CONTRACT AND JURISDICTION

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

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.

3. FURNITURE VENDOR PROFILE AND STAFFING REQUIREMENTS

3.1 Furniture vendor profile

- Furniture vendor with demonstrated expertise in the manufacturing sector. The technical capability of the furniture vendor shall be demonstrated by submitting examples of works of similar scale and scope, executed in the last three years.
- The furniture vendor must have the human and material resources necessary for the successful execution of the contract outlined in this brief.
- Furniture vendors that do not include all needed and requested documentation in their offer / proposal that meets all the requirements, will be excluded.



3.2 Furniture vendor staffing

The furniture vendor must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Trade Commission of Spain in Shanghai (the Client).

4. FURNITURE VENDOR RESPONSABILITIES

- Production, shipping and installation of furniture.
- Hire of all necessary elements to ensure the production, shipping and installation of furniture.
- Liaise with all service suppliers.
- Provide suitable insurance for the duration of the contract.
- Full management of the production, shipping and installation of furniture. The furniture vendor will have to manage any issues that might arise, leasing with suppliers as required.
- Garbage removal and cleaning of the office space during the installation of furniture if necessary.

5. BUDGET

The maximum available budget for the contract is **63,000 EUR** (including all expenses, taxes and furniture vendor fees).

The economic proposal will be evaluated based on the offered price, excluding taxes, which must be clearly indicated separately in the economic offer. **Under no circumstances can the budget be exceeded, in terms of the amount of the contract.**

Estimated contract value: The estimated total contract value, value of the contract, is, **63,000 EUR** inclusive of furniture vendor fees and expenses of third parties and including any applicable taxes.

6. TERM

The described services in the contract will run from the date the agreement is signed by both parties until 30th December 2025 and warranties shall apply until they expire.

7. INVOICING AND PAYMENTS

Invoices should be addressed to:

EMBASSY OF SPAIN–ECONOMIC AND COMMERCIAL OFFICE – ICEX ESPAÑA EXPORTACIÓN E INVERSIONES,
E.P.E. (Q2891001F)



But **dispatched to:**

Trade Commission of the Embassy of Spain in Shanghai

1788 Nanjing Road, Suite 2503-04 Jing'an, Shanghai 200041, China

The furniture vendor invoice will contain the following elements:

Company letterhead / logo

Address

Date

Invoice number

Corporation number

Description of the item/s

Total amount due

- No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval of the Client.
- The assignment of the contract is not allowed.
- Payment currency. Payments to the furniture vendor will be made in the currency of the Contract, which is EUR. Any currency exchange costs will be borne by the furniture vendor.
- Payments to offshore accounts. Payments to bank accounts of the furniture vendor located offshore from China will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the furniture vendor.
- The furniture vendor must send the invoice to the Client as soon as possible after the installation. Payment will be made within a maxim of 45 days of the invoice receipt.

8. PROCEDURE

This briefing will be circulated to multiple furniture vendors and will be published on the website of the Trade Commission of Spain in Shanghai: [China | ICEX](#)

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



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

The proposal needs to be sent via email only and exclusively to tenders@icex.es by 19th June , 2025, at 23:59 am (Shanghai time).

Files should not exceed 4MB in size if sent as attachment. A file transfer service should be used for larger files. The interested furniture vendors may contact ICEX with questions about this brief at tenders@icex.es up to June 16th, at 23:59 am (Shanghai time).

The proposal documents will need to be presented in English in PDF format.

All competing furniture vendors submitting a proposal should be aware that ICEX will first review the documentation submitted by each furniture vendor to ensure compliance with the requirements of this brief. After verifying their compliance with these prerequisites, the technical offer will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made as soon as possible and will be officially notified via email to enable the selected furniture vendor to begin work promptly.

Proposals not submitted within the deadline will be excluded.

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

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

DOCUMENT I. Economic and technical solvency. PDF file

- ✓ **Acceptance letter.** All competing furniture vendors 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 and confirming that it has the necessary financial solvency to execute these works.
- ✓ **Furniture vendor solvency report.** Provide showroom and PR projects of similar scope to demonstrate ability to execute the requested work.

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

DOCUMENT II. Technical Proposal. PDF file

- ✓ **Technical proposal:** Detailed work proposal **without any reference to prices.**

The offers must include a proposed **furniture plan** with a detailed breakdown of the furniture items.

The furniture vendor will be responsible for carrying out whatever tasks are necessary for the



correct execution of the items specified in this request.

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

DOCUMENT III. Economic Proposal. PDF file

- ✓ **Economic proposal: The furniture vendor price for work requested and proposed stated in EUR). Taxes, if any, must be indicated as a separated item in the excel file.**
- ✓ ICEX will evaluate tenders based on the offered furniture vendor total price (excluding taxes) for executing the requested work.
- ✓ Provide detail of the work covered by the price. Proposals exceeding the **maximum available budget, will automatically be disqualified.**

9. EVALUATION CRITERIA

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

EVALUATION CRITERIA	Points (Max.)
I. Total budget	Up to 40 Points
<p>The furniture vendor with the lowest total price will receive the highest score of the item, and the rest will obtain the proportional score.</p> <p>Most economical offer = maximum score.</p> <p>Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.</p>	
II. Furniture vendor's capacity	Up to 60 points
<p><i>(The proposals that do not receive at least 20 points in this section will be automatically excluded)</i></p> <p>We shall assess if the proposed plan efficiently satisfies the technical specifications listed and the quality of the proposal:</p> <ul style="list-style-type: none">○ Ergonomic workplace (20 points)○ Quality of materials (10 points)○ Furniture functionality (10 points)○ Innovative design of the space (10 points)	



<ul style="list-style-type: none">○ Expected delivery time, the sooner the better (10 points)	
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The elements of the proposals - other than price and team- will be scored as follows:

0% of allocated points	Proposal simply states that the furniture vendor can meet some or all the requirements but does not provide information or detail on how they will do so
25% of allocated points	Almost Compliant
50% of allocated points	Compliant
75% of allocated points	Fully Compliant
100% of allocated points	Exceeds Requirements

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

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

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

10. OBLIGATIONS

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



Specifically, the furniture vendor shall be responsible for:

- Ensuring that both the development and the result of the services/work which it has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.

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

11. CANCELLATIONS

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

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

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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

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

The furniture vendor 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 furniture vendor 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 furniture vendor or subcontracted by it. The furniture vendor also undertakes not to use any confidential information



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

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

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

13. TECHNICAL SPECIFICATIONS

THE KEY ELEMENTS

1. PURPOSE OF THE CONTRACT

ICEX intends to furnish the new office of the *Trade Commission of the Embassy of Spain in Shanghai*, **1788 Nanjing Road, Suite 2503-04 Jing'an, Shanghai 200041, China**

FURNITURE ITEMS NEEDED

TRADE COMMISSIONERS' PRIVATE OFFICE

- o X1 Desk (with storage or adding a separate storage unit) 2400*1300*750 aprox
- o X1 Desk chair (wheels and ergonomic design)
- o X1 Low bookcase 120*75*35 approx.
- o X2 Guest chairs
- o X1 coffe table (to sit 3-4 people)
- o Executive Sofa (to sit 2 people)
- o Executive Sofa (to sit 1 person)

DEPUTY TRADE COMMISSIONERS' PRIVATE OFFICE

- o X1 Desk (with storage or adding a separate storage unit) 1800*1200*750 aprox
- o X1 Desk chair (wheels and ergonomic design)
- o X1 Low bookcase 120*75*35 approx.
- o X4 Guest chairs (wheels)
- o X1 coffe table (to sit 3-4 people)



BIG CONFERENCE ROOM (number 1805 in floor plan)

- X1 Conference table (for 12 people, it can be modular) 1600+1600*1400*75 approx.
- X22 Guest chairs
- X1 Speakers lectern or similar high table
- X1 Low bookcase 120*75*35 approx.

SMALL CONFERENCE ROOM (number 1805 in floor plan)

- X1 Conference table (for 8 people, it can be modular) 2200 *1200*75 approx.
- X10 Guest chairs
- X1 Low bookcase 120*75*35 approx.

BUSINESS CENTER (3 separate spaces)

- X3 Standard Desk (with storage or adding a separate storage unit) 1300*700*75 approx.
- X12 Guest chairs
- X3 Low bookcase 120*75*35 approx

OPEN OFFICE

- X16 Standard Desks (with storage or adding a separate storage unit) 1300*700*75 approx.
- X3 Table for printers (sturdy)
 - X2 Desk L shape 1800*1500*750 aprox
 - X4 Desk L shape 2000*1600*750 aprox
 - X2 Desk L shape 1600*1300*750
 - X25 Desk Chairs (wheels)
 - X1 Low storage cabinet 120*75*35 approx.

RECEPTION AREA

- X1 Standard Desk (with storage or adding a separate storage unit) 1300*700*75 approx.
- X1 Desk chair (ergonomic design)
- X1 sofa for 2 people
- Floor lamp

CANTINE X3 Break room table (for 4 people EACH)

- X12 Break room chairs
- X1 Low storage cabinet 120*75*35 approx.
- Refrigerator (100 * 190 aprox)



2. STYLE

The office space must have a timeless style, modern and neutral colored.

Shanghai, on the date included in the signature

ICEX Board of Directors

By Delegation (Resolution of March 5th, 2025, BOE [Official State Gazette] nº 67 of March 19th, 2025),

Maria Simo Sevilla

Economic and Commercial Counsellor

Economic and Commercial Office of Spain in Shanghai

DOCUMENT I. Economic and technical solvency. PDF file

- ✓ **Acceptance letter.** All competing furniture vendors 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 and confirming that it has the necessary financial solvency to execute these works.
- ✓ **Furniture vendor solvency report.** Provide evidence of projects of similar nature/scope to demonstrate ability to execute the requested work.

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

DOCUMENT II. Technical Proposal. PDF file



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

The offers must include a proposed **action plan** with a breakdown of the actions.

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

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

DOCUMENT III. Economic Proposal. PDF file

- ✓ **Economic proposal (Furniture vendor fees for the requested activity must be in EUR including taxes) Annex C (excel file template).**
- ✓ ICEX will evaluate tenders based on the offered furniture vendor total price for executing the requested work.
- ✓ Provide detail of the work covered by the price.
- ✓ Proposals exceeding the **maximum available budget including GST (63.000 EUR), will automatically be disqualified.**