



ECONOMIC & COMMERCIAL OFFICE OF SPAIN

BEIJING

REQUEST FOR PROPOSALS

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

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: June 8th, 2026, 9:00 CET

Date: May 7th, 2026

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Beijing
Contract number	X159-01-2026
Proposal's request	Request for an agency to develop the Digital Strategy of Food&Wines from Spain in China and manage its social media accounts
Timing, dates and number possible of renewals	Signed date until 31 December 2026 with three extensions
Max. budget for contract excluding renewals	65.000€ (sixty five thousand euros), tax excluded
Contract value including renewals	273.000€ (two hundred seventy-three thousand), Total term + extensions (3) + modifications (20%), 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 97.500 €. - Technical solvency: proven track record in social media account managing during the past three years. - Team requirements: a minimum of three 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 June 8th, 2026, 9:00 CET. 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 June 1st, 9:00 CET 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 managing the social media in China of Food&Wines from Spain and its digital strategy.

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

1. PROJECT DESCRIPTION

Digital and social media plays a key role in the strategy of promoting Spain's Food, Wine and Gastronomy amongst food and beverage industry professionals and food and wine lovers.

ICEX, represented by the Economic and Commercial Office of Spain in Beijing has as its main objective to promote both Spanish foods, wines and gastronomy in this market by carrying out different promotional activities, serving as an important point of contact and source of information about Spanish food and wines for Chinese professionals and consumers, and to serve as a link between Spanish producers and the Chinese market. The Economic and Commercial Office of Spain in Beijing executes a series of educational and promotional programs during the year in China. These programs target primarily the trade (importers, distributors, retailers, chefs and media), but recently also the final customers of the products through the EatSpainDrinkSpain campaign. This campaign is a promotional campaign that takes place for two weeks yearly and where companies do point of sale promotions. All the activities need to be included in any social media plan so as to amplify their impact.

As AI reshapes digital search and discovery, it is crucial that high-quality Chinese-language content about Foods & Wines from Spain is visible within Mainland China's unique digital ecosystem. The new digital strategy should reflect this rapidly evolving environment to ensure long-term relevance and to boost awareness of Spanish products in the region.

ICEX has currently the following adapted digital media:

- FWS Web Page: <https://foodswinesfromspain.cn/>
- FWS WeChat account:



- FWS Weibo Account:





All these channels and assets need to be maintained, improved and enriched with new content and news adapted to the unique nature of China's digital media.

1.1. Products to promote

Foods from Spain includes a variety of quality and gourmet foods such as: olives, olive oils (i.e. gourmet EVOO sourced from estate grown olives), sherry vinegar (from Jerez a unique product with Designation of Origin), cheeses (Famed Manchego and so many more gourmet cheeses), Iberico meat, iberico ham and charcuterie (Spain's gastronomic jewel), fish preserves – tuna, anchovies (boquerones), sardines, octopus, etc -, piquillo peppers, piparra peppers, quince paste, crackers, tortas, gourmet potato chips (truffle, iberico ham flavor) pimenton (unique distinctive smoked paprika), saffron, marcona almonds, honey, dried fruit cakes, chocolate. Fresh fruit and produce such as persimmon, lemon, garlic, citrus: lemons and clementines, etc. We also have frozen octopus, squid and bluefin tuna, which has become a big product for us in the foodservice channel.

Wines from Spain offer an extensive range of world class wines crafted from indigenous and organically grown grape varieties, displaying the regional diversity of its 100+ Protected Designations of Origin. With traditions in winemaking dating back to Roman times, and more acreage under vine than any other country, Spain today is the third largest producer of wine, one of the leaders in wine exports and the #1 leader in organic vineyards planted. Wines produced in Rioja, Ribera del Duero, Rias Baixas and Rueda with the native Tempranillo, Garnacha, Albariño and Verdejo grapes are most widely distributed in China, along with Cava, Spain's signature traditional method sparkling wines, as well as the unparalleled fortified wines of Jerez. Other quality alcoholic beverages to highlight and which are expected to make inroads in the Chinese market include vermouth and spirits, such as gin. Spain has also improved its positioning in the beer exports to China and was the second largest exporter of beer in Q3 2025 into mainland China. Nevertheless, Spain still lags country image in many of these categories.

Spain's gastronomy is varied, traditional, modern and cross-cultural, giving and taking from the world. Regional traditions are interpreted and reimagined. Several restaurants and chefs have gained international recognition in recent years and had a relevant impact in Chinese social media. It is important to capitalize on this success and build a more unified country image in China. The Restaurants from Spain Program is actively supporting and promoting Spanish restaurants in China to bring them closer to a broader audience.

1.2. Target audiences

Given the size of the market and budgetary restrictions, the efforts should be focused on maximizing the impact. To this end, the communication campaign should reach and energize a series of influential targets:





Primarily:

- Importers / distributors - seeking opportunities to bring new and classic foods, wines and beverages to Chinese buyers.
- Retailers- always on the lookout for what is new and what sells
- Chefs - influential in sharing ideas and inspiring trends

Secondarily: “Foodies” or “Wine Lovers” - consumers from 25 to 45 who can share experiences and ideas and “Explorers” – consumers who seek new experiences and flavours through international experiences in China.

1.3. Social media messaging

The main source of content for the social media channel will be the international website of www.foodswinesfromspain.com. It is important to maintain content in line with the international publications. The calendar of publications can be altered depending on trends in the Chinese market or suitability for local festivities.

The Food&Wines from Spain channel should leverage to build its story based on lifestyle and gastronomy. Spain’s lifestyle is perceived as fun, relaxing, colourful, and relates well to gatherings so a strong bond could be created with many consumers, especially younger ones, highly open to new propositions.

Gastronomy, food and pairings are very relevant for Spanish storytelling and wine positioning in China. The social media content should capitalize the long extent of fame and international recognition that Spanish gastronomy has achieved in the last years.

It should also capitalize on some of the most recognized dishes and products in China, and use it as a gateway to introduce new products:

- Tapas: They combine different Spanish products and are small and easy to enjoy, which makes it relatable with Chinese food culture. Usually, they are enjoyed in a social context making it easy to link with Spanish lifestyle.
- Paella: It can be shared and has a very visual ritual and pan, which makes it very visual. Since it is rice based it also generates interest among Chinese consumers.
- Ham: It is one of the most iconic products of Spain in China and its origin is well known for the Chinese consumer. It also has a luxury reputation, which other products can benefit of without destroying its already excellent reputation.
- Olive oil: It is very relatable with Chinese social media trends focusing on healthy food products and is a good way to introduce other products that are key to the mediterranean healthy diet and lifestyle.

Additionally, these flagship products should act as anchors for introducing “new iconic products” that complement the country’s offer in the Chinese market. By naturally linking well-known items with categories such as fresh fruits, nuts, poultry, fish, and others (while also allowing these products to gain visibility independently through their own strengths), Spain can create synergies that reinforce its position as a reputable food origin. This approach strengthens Spain’s role as a high-quality producer and exporter to China, encouraging consumers to discover a broader range of Spanish foods through a coherent and interconnected narrative.





1.4. Graphic style considerations:

The social media profiles for Foods and Wines from Spain worldwide must project a common image to ensure maximum brand recognition, above all for professional audiences and industry users of the common www.foodswinesfromspain.com website and the local websites and profiles in each market. Accordingly, the cover image of each channel should be renewed at any given time when there is an update in logos and image, according to the photographic and audiovisual material provided ICEX represented by the Economic and Commercial Office of Spain in Beijing.

ICEX will make available its entire collection of photographs and video archives, infographics, etc. which are produced for the global Foods and Wines from Spain portal (www.foodswinesfromspain.com) as well as the social media channels. Access to the master grids with the fortnightly programming can also be granted, if considered useful. Pictures are accessible at: <https://www.pixofspain.com/en/login> among other own digital image platforms.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

ICEX Spain Trade and Investment, E.P.E. (ICEX), represented by the Economic and Commercial Office of Spain in Beijing, invites qualified agencies to submit a proposal for managing Foods and Wines from Spain's social media presence in China.

The company will be in charge of:

- 2.1. Developing a communication strategy and reporting on it:** An annual work plan will have to be designed, spelling out how content will be planned every quarter, with a monthly update of the planning so that there is always a clear vision of what is coming up. We expect to receive a schedule of articles, videos and news reports planned for the following month.
- 2.2. Maintenance of the social media channels and web page:** The company will be in charge of complying with the necessary technical requirements and legal prerequisites to **maintain the current social media channels (WeChat and Weibo) and web page.**
- 2.3. Creation and adaptation of content:**
 - **Adapted content:** This will be content that comes from the international page of <https://www.foodswinesfromspain.com/> (articles or news), localized into Chinese and adapted to fit the format and tone of each social media platform where it will be published. When selecting pieces for adaptation, attention should be given to their potential relevance within the Chinese digital environment, ensuring alignment with prevailing consumer interests and the broader content dynamics of the market.
 - **New content:** This will be content particularly tailored for the China market and social media ecosystem considering what products can be exported from Spain to China and current trends and viral topics in China. Offers should describe how new content will be generated and if collaborations will be used to maximize the impact.
 - **Event-related/provided content:** This will be content that will be provided by the Economic and Commercial Offices of Spain in China or an agency that provides services to ICEX within one of the campaigns. Content will be adapted to match the format and tone of each social media platform where it will be published. **It is important that social media channels can accommodate and highlight upcoming events.**



Required content will be elaborated with the following minimum frequency per year:

		WeChat	WeChat Video Channel	Weibo	Website
Text Content	Adapted Content	24		24	24
	New content	12		12	12
	Event-related	24		24	24
Video Content	Adapted Content		12		
	New Content		4		
	Event-related		10		

Agencies can present offers that improve on the previous chart.

2.4. WeChat Miniprogram: The agency should be in charge of creating a **Food&Wines from Spain Miniprogram** that allows for the following features:

- Be a mean to keep the F&W from Spain community engaged and informed about activities they can participate, being able to segment on different targets from that community.
- Calendar with upcoming activities
- Registering participants at F&W from Spain events
- Serve as a repository of media articles published about a certain promotion
- Enable easy geolocation and provide detailed information about establishments participating in F&W from Spain campaigns, such as Restaurants from Spain, Colmadros from Spain, and other points of sale promoting Spanish products. The information should include items like their food and wine menus, available Spanish products, and current promotional activities. The map feature should support pins and allow users to filter locations by city.

2.5. Reporting: The agency should prepare a monthly basic planning about the structure of posts included. The agency should report quarterly on the basic evolution of social media parameters, including at least:

- Posts
- Reach
- Impressions
- Follower count and follower growth rate
- Engagement metrics: likes, comments and shares
- Video specific metrics: views, average watch time and completion rate

The agency will also highlight in its reporting the three most viewed posts per platform and topics and buzz words that are trending.

The agency should also provide a yearly report about the year's performance that includes an analysis about the social media followers so that we can further tailor activities according to the characteristics of the followers, like age, geographical area, most liked posts and topics of interest.

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 of December 2026.
- 3.2. Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for three additional years the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. Price revisions will not be allowed.

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

4. BUDGET

- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **65.000 € (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.

- 4.2. 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 273.000 euros excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 65.000€
- Renewal (first) maximum budget for 2027: 65.000 €
- Renewal (second) maximum budget for 2028: 65.000 €
- Renewal (third) maximum budget for 2029: 65.000€
- Modifications to the contract: 13.000€.

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 **EURO**. 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:**

Trade and Economic Office of Spain in Beijing
A1-B Gonti Nanlu, Spain Buiding 6th Floor
Chaoyang District 100020 Beijing, P.R. China
pekin@comercio.mineco.es

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 97.500€, on the best of the past three years.

6.2 Technical solvency requirements. The company must have a strong and proven track record in Mainland China. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in Mainland 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 three staff members assigned to this project is expected.

The team assigned to work on the Foods and Wines from Spain program should consist of the following:



Project Manager:

- At least 5 years' experience in food and wine marketing project management, including international marketing.

Senior Content Manager:

- At least 3 years' professional experience in food and wine communications, digital content creation and management, digital information and web metrics reporting.

Community Manager:

- At least 2 years professional experience in the following:
 - food and wine social media management
 - creating digital information contents
 - knowledge of social media programming and publication tools
 - social media monitoring and reporting

Community Manager responsibilities include:

- Daily update of social media content
- Prepare and publish contents promoting the Economic and Commercial Office Food and Wine events.
- Publish contents promoting the Spanish food and wine events organized and covered by other agencies.
- Monthly publishing planning and fortnightly scheduling of posts
- Coordinate publishing between Chinese FWS portal and posting on social media channels
- Confirm that all posts, infographics, photographs and videos prepared for social media are original or have all required permissions in place for publishing so ICEX can use them for publication on their Foods and Wines from Spain websites/profiles.
- Authors of all articles and photographs are always mentioned so that they can be properly acknowledged in the publication.
- Submission of all material to ICEX before publishing.
- Prepare monitoring and analysis reports of social media posts.

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 (Document 3)	30
<p>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.</p> <ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. 	
II. Technical Proposal (Document2)	70
<ul style="list-style-type: none"> 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. Quality and detail of the digital strategy (20 points): The bid should prove how it will implement a coherent and adapted digital strategy in each of the social media channels of Food&Wines from Spain and how it will implement a logical structure in each platform that can accommodate the content (including upcoming events). It should describe how content will be adapted to each channel and how it will ensure that the content generated is of relevance, including how its content is adapted to increase its presence in AI searches. It should describe how new content will be generated. Ambition of the KPIs (20 points): The agency should describe a logical plan to reach ambitious KPIs on each platform and should also explicitly state them in their offer for each social media channel. KPIs include at least: <ul style="list-style-type: none"> Posts Reach Impressions Follower count and follower growth rate Engagement metrics: likes, comments and shares Video specific metrics: views, average watch time and completion rate Functionalities that are supported on the social media platforms (15 points): The agency should describe which functionalities are available on each social media platform and how they will be used to maximize the impact of the Food&Wines Digital Strategy. In particular a description of the case uses for the WeChat Miniprogram is demanded. Offers beyond the minimum requirements of the tender will be positively valued. Improvements and creative proposals to reach the overall goals of Food&Wines from Spain in China (10 points). This includes improvements on the minimum frequency, other social media channels and engagement strategies. Degree of detail about the followers that can be provided in the reporting (5 points): Offers should describe what tools they can use for each social media and how it will be integrated. 	
TOTAL	100





Technical Proposals that do not receive at least 10 points on the Quality and detail of the digital strategy and at least 5 points on the ambition of the KPIs will be automatically excluded.

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

0% of allocated points	Not enough information
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
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 97.500€ 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 description that addresses each of the evaluation points and is clearly enumerated to identify which evaluation point is being addressed in the description.
- A box that establishes the KPIs for each social media with at least the KPIs established in the evaluation criteria
- A box that details the frequency of publications in each social media

The total extension of the technical proposal should be **maximum 20 pages**.

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.

This includes how much budget is allocated to each social media channel and the cost per unit of generated content (adapted, new and event related), the cost of reporting and the cost of cooperations with externals (like KOLs and KOCs).



- **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.
- **Currency.** The proposal will be drafted in **EURO**.

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 June 8th, 2026, 9:00 CET. Proposals not submitted within the deadline will be automatically excluded.

- **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).
- **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.
- **Language.** The proposal will be drafted and presented in Spanish or English.
- **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 June 1st, 2026, 9:00 CET, 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

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 Beijing
Substitute	María Simó	Economic and Commercial Counsellor Economic and Commercial Office of Spain in Shanghai
Member	Laura Velasco	Head of Department – Gastronomy. ICEX
Substitute	Lidia Escribano	Head of Department Foods and Beverages. ICEX
Member	Estefanía Roncero	Commercial Counsellor Economic and Commercial Office of Spain in Beijing
Substitute	Jaime Lorenzo	Economic and Commercial Counsellor 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

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

Alfonso Noriega
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 in
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>

