

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
SPANISH ECONOMIC & COMMERCIAL OFFICE IN
BANGKOK
159 Serm-mit Tower, Sukhumvit 21 Road,
Khlong Toei Nuea, Vadhana, Bangkok 10110
E-mail: tenders@icex.es
Date: 11th April 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 13th May 2025
02:00pm Bangkok local time (UTC+7)

Who is contracting	ICEX España Exportación e Inversiones, E.P.E. (ICEX), represented by the Spanish Economic & Commercial Office in Bangkok
Contract number	X007-02-2025
Proposal's request	Eat Spain Drink Spain Bangkok
Timings, dates and number of potential renewals	From date of signature until 30th October 2025 with up to three extensions / renewals
Max. budget for contract excluding renewals	20,000 euros (twenty thousand euros), excluding taxes
Contract value including renewals	80,000 euros (eighty thousand euros), Total term + extensions, excluding taxes
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years and minimum of 10,000 euros. - Technical solvency: proven track record in communications and event marketing during the past three years. - Administrative requirements: a Senior Lead Manager, a designate primary contact person and required skills.
Points to be assigned based on evaluation of proposals	Price (max. 30 points), Technical (max. 70 points)
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three separate submissions that together represent the proposal. Each individual submission needs to be emailed to the following address only: tenders@icex.es by 13/05/2025 02:00pm Bangkok local time (UTC+7). All files should not exceed 4MB in size if sent as attachments. For larger files please use a file transfer service. - The three submissions: 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price)
Contact for questions	Only written questions by email before 06/05/2025 02:00pm Bangkok local time (UTC+7) to tenders@icex.es

ICEX Spain Trade and Investment, E.P.E. (hereinafter, ICEX), represented by the Economic and Commercial Office of Spain in Bangkok, Thailand (hereinafter, Ofecomes Bangkok), invites qualified communication agencies (hereinafter, the Agency) to submit a proposal to support Ofecomes Bangkok in the successful planning, organisation, execution, verification, and reporting of the Eat Spain Drink Spain Bangkok 2025 (hereinafter, ESDS) programme.

ICEX is a public entity under the Ministry of Economy, Trade and Business, operating through the State Secretariat for Trade. It was established and is governed by Royal Decree-Act 4/2011, dated 8 April, with its headquarters in Madrid, Spain. ICEX's remit is to promote exports by Spanish companies, support their internationalisation to enhance their competitiveness, and attract and promote foreign investment in Spain.

To achieve its objectives, ICEX has an extensive network of professionals specialising in these areas. These professionals work at ICEX's headquarters in Madrid, in over 30 Territorial and Provincial Trade Offices across Spain, and in nearly 100 Economic and Commercial Offices located in Spain's Embassies and Consulates worldwide. ICEX operates in Thailand through Ofecomes Bangkok.

Foods & Wines from Spain (FWS) is ICEX's registered trademark for the international promotion of Spanish food, wine, and gastronomy. Accordingly, all activities carried out under this plan should preferably be implemented under this trademark.

1. PROJECT DESCRIPTION

BACKGROUND

Traditionally held in the second half of the year, Eat Spain Drink Spain is an initiative originally conceived to promote Spanish wines and food products to consumers in a range of cities across Thailand. Where possible, tasting dinners were arranged with local restaurants, led by food and wine experts. In addition, promotions were set up with retailers – delicatessens and off-licences – to coincide with the wine events, as a means of promoting purchase.

In 2020, Eat Spain Drink Spain changed its focus to target primarily the trade and opinion formers, with the campaign structured around five lines of activity: activations at F&B trade shows, workshops for professionals, retailer promotions, bar and restaurant promotions and promotions on online channels of major multiples.

Currently, Eat Spain Drink Spain aims to boost the image and sales of high-quality Spanish products in Thailand, supporting their presence in wine shops, delis, supermarkets and on-trade channels via retailer and restaurant promotions.

SCOPE OF THE CONTRACT

The objective is to select a communication agency with experience in marketing and communications in Thailand, preferably in the consumer goods sector and/or the food and beverage industry. The promotion will focus on organising press campaign and influencer events, as well as engaging with Spanish and non-Spanish restaurants, chef academies, Spanish product stores, and department stores to encourage them to run special promotions from September 22nd to October 15th, 2025.

The Agency will be responsible for all aspects of organisation and execution, including the verification and documentation of all activities.

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

The selected Agency will be responsible for developing three key activations within the Eat Spain Drink Spain programme:

1. A public relations and influencer activation, which includes organising events at Spanish and non-Spanish restaurants, chef academies, Spanish product stores, and department stores (hereinafter, the establishments). This activation will target the relevant audience and focus on creating and distributing content about Spanish gastronomy, food, wines, and beverages.
2. A series of promotions during the campaign period at the establishments. The Agency will contact these establishments and incentivise them to run special dinners and other events of similar nature.
3. Additionally, the Agency will propose and execute a communication plan to amplify the local reach of these promotions.

To achieve these activations, the Agency will need to:

- Attract influencers, bloggers, and media to the organised events, ensuring the involvement of at least 3 (three) relevant influencers.
- Develop all necessary assets and promotional materials following ICEX design guidelines, which ICEX will provide.

PRESS AND INFLUENCERS

To this end, the Agency will be required to perform the following tasks:

- **Identify Target Audience:** Determine the specific audience to be reached through the influencers and establishment promotions. This should include media influencers, local journalists, food bloggers, and industry professionals.
- **Define Goals:** Clearly outline the objectives to be achieved through these events, such as increasing brand awareness, generating positive reviews and coverage, driving foot traffic, or boosting social media engagement.
- **Create Compelling Content:** Develop engaging content and storytelling elements that highlight the unique aspects of the Spanish gastronomy and the establishments, such as its ambiance, cuisine, or chef's specialties. This could include personalised invitations, behind-the-scenes footage, or exclusive menu previews.
- **Establish Partnerships:** Collaborate with relevant influencers, food bloggers, or local media outlets to leverage their reach and influence.
- **Event Planning:** Carefully plan and organise events and the establishment promotions, paying attention to menu curation, seating arrangements, and event flow. The aim is to highlight the authenticity of Spanish ingredients as the key focus.
- **Media Outreach:** Craft a targeted media list and reach out to journalists, bloggers, and other influencers in the food and dining industry. Share press releases, event details, and exclusive invitations to generate pre-event coverage and post-event reviews.
- **Social Media Strategy:** Develop a robust social media strategy to amplify the reach and impact of the influencer dinners and establishment promotions. Create engaging content, use event-specific hashtags, encourage user-generated content, and leverage influencer partnerships for wider exposure.
- **Monitor and Measure:** Continuously monitor the impact of the influencer events and establishment promotions. Track metrics such as media coverage, social media

engagement, website traffic, and reservation bookings to evaluate the success of the efforts.

- **Follow-up and Engagement:** Engage with attendees, influencers, and media after the event. Express gratitude, share event highlights, respond to reviews and feedback, and continue fostering relationships for potential future collaborations.
- **Regular Status Updates:** The Agency will be required to be available to present regular status updates on the progress of the work. At the end of the promotional period, the Agency shall prepare a wrap-up report and present this to ICEX and Ofecomes Bangkok.

RESTAURANT PROMOTIONS DURING THE ESDS CAMPAIGN

Under the ESDS campaign, the Agency will organise the presence of both Spanish and non-Spanish restaurants in the promotion. This will involve restaurants offering some form of special menu or alternative engagement (e.g., special dish, 1-for-1 promotion, etc.), as well as promoting the event through newsletters and restaurant posts featuring ESDS. In the proposed plan, the Agency will provide a minimum number of 20 participating establishments, with support and approval from Ofecomes Bangkok.

All artworks must adhere to the *Foods and Wines from Spain* brand identity and require approval from Ofecomes Bangkok. Event graphics and design elements to be used in all materials will be provided by ICEX. The Agency will be responsible for hiring and making direct payments to the selected service providers.

COMMUNICATION AND PUBLIC RELATIONS

- Design a Communication strategy: Develop a communication strategy for the Eat Spain Drink Spain campaign, running from June to October, to maximise media coverage and social media presence before, during, and after the events. The strategy should be translated into a specific action plan with clear deliverables.
- Provide a Realistic PR Plan: Create a detailed PR plan, outlining tactics, targets, timeline, and deliverables.
- Generate Press and Social Media Coverage: Focus on generating media coverage on Spanish food, wines, and trends in the context of the Eat Spain Drink Spain campaign and its participants. This should include pre-event calendar listings on major wine and food industry websites and publications, profile articles showcasing the growth, quality and potential of Spanish food and wines in the Thai market, as well as pre-event media coverage to encourage attendance.
- Write and Create All Materials: Prepare all necessary materials, including invitations, press releases, media alerts, and pitch letters.
- Proactively Seek Media Interviews: Actively pursue media interviews and photo opportunities before and during the events to maximise visibility and engagement.

Website and social media

Develop a communication plan for the campaign to include all the following elements:

- Website:
 - o Content Creation: Develop and provide content for dedicated event pages on the www.foodswinesfromspain.com website. Examples of similar Eat Spain Drink Spain event pages can be found via the following link:

EAT SPAIN DRINK SPAIN SINGAPUR 2024
RESTAURANTS FROM SPAIN
COLMADOS FROM SPAIN

- o Ongoing Content Updates: Publish well-written content about the event, including relevant news and alerts, on the website throughout the months leading up to the event. This will help generate interest and attract high-quality attendees.
- o Ownership of Paid Content: Note that all paid content created for the campaign will become the property of ICEX.
- **Social media**: The Agency should deliver a detailed social media (SM) communication calendar (content grid) indicating the target date for each of the following:
 - o Create a Social Media Communication Calendar: Deliver a detailed social media communication calendar (content grid) with target dates for each content post. This should outline what will be published and when.
 - o Generate Excitement: Use the social media calendar to build anticipation for the Eat Spain Drink Spain campaign before, during, and immediately after the events.
 - o Event Day Coverage: On the day of the events, the Agency should arrange for interviews and stories to be shared on the following platforms:

Photography and Video

- Photography: The Agency will be responsible for producing or contracting all event photography. This includes capturing key moments from the events to visually document the campaign.
- Video Production: The Agency will also handle the filming and production of a 3–5-minute Full HD (1920x1080) video recap of the campaign. This video will be uploaded to the following platforms:
 - o Foods and Wines from Spain YouTube channel
 - o Foods and Wines from Spain website
 - o Ofecomes Bangkok LinkedIn
- Editing and Design: The video should be edited using the specific FWS graphic design materials created by ICEX. This includes incorporating corporate colours into all texts, names, and titles of individuals interviewed in the video.
- Professional Photographs: The Agency should deliver a dossier containing professional photographs of all relevant activations, ensuring high-quality visual content that represents the campaign effectively.

Note: All rights for the above materials will belong to ICEX.

Reporting – Periodic and Final Event Reports

- Regular Meetings: During the months leading up to and immediately following the events, ICEX, represented by Ofecomes Bangkok, may require the Agency to meet on a regular basis for the preparation of the events. These meetings will help ensure smooth coordination and execution of tasks.
- Final Wrap-up Report: Before October 25th, 2025, the Agency will be required to deliver a complete final wrap-up report. This report should provide a comprehensive overview of the tasks undertaken during the campaign, as well as the outcomes achieved. It must also contain complete contact information for all attendees. These reports must include a

detailed description of the promotion strategy employed, a summary of all promotion efforts, results, and analysis of social media activity, and results from surveys conducted with both the participating companies and event attendees.

- Communication Channels: All communications related to the campaign must be channelled through Ofecomes Bangkok.

Establishment Promotion Events - Management and Logistics

- Logistics and Management Plan: Develop a detailed and executable logistics and management plan for the activation outlining key tasks and timelines. Provide non-binding, but viable budget recommendations for this activation, ensuring adequate allocation for all logistics, including the storage and delivery of campaign materials.
- Contacting Establishments: Contact and liaise with the establishments, proposed to and approved by OFECOMES Bangkok, to set up and execute the activations. Identify and connect with the persons responsible for decision-making and planning of the establishments' specials promotions related to the Eat Spain Drink Spain campaign.
- Identifying and Securing Assets: Identify the necessary assets and materials required for the activations (e.g. promotional materials, event signage, etc.), and ensure these are secured in time.
- Coordination with All Involved: Coordinate with all involved parties, ensuring seamless execution, including establishments, vendors, and any other stakeholders.
- Budget Preparation: Prepare a budget for the activation, detailing the expected costs for materials, logistics, and other key components.
- Promotion of ESDS and participants: Promote the Eat Spain Drink Spain events and participants through various channels, ensuring high visibility and engagement.
- Guest Contact and Follow up: Contact and follow up with all target guests, ensuring their participation and engagement with the events. Compile a final attendee list with complete contact information before and after the events to ensure proper tracking and engagement.
- Media and Influencer Engagement: Identify, contact, and follow up with appropriate media and influencers who will help promote the events and enhance its visibility.
- Ensure and provide Necessary Graphic and Emails Templates: Ensure and provide that the establishments have the graphic assets (logos, roll ups, promotional images, etc.) and the email templates to send to their databases for the promotion of the events.
- Post-Event Tasks and Reporting: Fulfil post-event tasks, including capturing event results, feedbacks, and insights. Prepare a post-event report summarising what was done during the events, detailing the outcomes, and including analysis of guest participation, media coverage, and influencer engagement. Submit the post-event report no later than one month following the event.

Note: Event graphic assets and design guidelines, which are to be used in all materials, will be provided by ICEX.

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 October 30th, 2025.

3.2. Extension. ICEX hereby reserves the right to renew the Agreement with the company awardee for three additional campaigns from the initial Agreement 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 obliged 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 20,000 euros (twenty thousand euros). Bids will be made in euros, **excluding taxes**. However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any. Under no circumstances can the budget be exceeded.

4.2. Estimated contract value: The estimated total contract includes the value of the contract and the value of its possible extensions plus its modifications, excluding any applicable taxes. According to the latter, the estimated total value of this contract is a maximum of 80,000 euros (eighty thousand euros) excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 20,000 euros
- Renewal (first) maximum budget for 2026: 20,000 euros
- Renewal (second) maximum budget for 2027: 20,000 euros
- Renewal (third) maximum budget for 2028: 20,000 euros

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

5. PAYMENTS AND INVOICES

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

No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in Bangkok.

5.2. Payment currency. Payments to the company will be made in euros.

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 September 15th, once the schedule of events has been delivered with the final approval of all the establishments involved in the promotion.

The other half of the total amount will be paid once the campaign has been executed with conformity and the final campaign report has been submitted, no later than October 25th, 2025.

- 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:**

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office, Spanish Embassy,
159 Serm-mit Tower, Sukhumvit 21 Road,
Klong Toei Nuea, Vadhana, Bangkok 10110

The Agency invoices 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 participating companies must submit a solvency report that includes financial accounts for the last 3 (three) financial years (2021-22, 2022-23, 2023-24). Financial solvency will be considered established when the annual turnover, based on the best-performing year of the last 3 (three) available financial years, meets or exceeds 10,000 euros. This will also depend on the date the tenderer was incorporated or commenced trading and the date the tender was submitted.

If it is not possible to prove financial solvency through annual turnover, the tenderer may demonstrate solvency by providing civil liability insurance with coverage equal to or greater than 10,000 euros.

In cases where the Agency submitting the tender will be subcontracting or forming a joint venture with another Agency or multiple Agencies for this contract, the financial requirements specified above will apply to the combined entities, not individually.

- 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 in the past three years in Thailand.

6.3 Other requirements.

The Agency should demonstrate:

1. Expertise in Marketing and Communications: The Agency should have a proven track record in marketing and communications in Thailand. It should possess knowledge of various promotional strategies and have insights into effective consumer goods branding and positioning.
2. Multichannel Communication Skills: The Agency must be skilled in managing communication across multiple channels, including traditional media, digital platforms, and social media. It should be adept at crafting compelling messages that resonate with the target audience, regardless of the medium.
3. Creative Content Creation: The Agency should have a creative team capable of producing high-quality content tailored to each promotion. This includes designing visually appealing graphics, writing engaging copies, and developing multimedia assets such as videos and photos.
4. Integrated Marketing Approach: The Agency should offer an integrated marketing approach, combining various communication channels and tactics to create a cohesive and impactful promotional campaign.
5. Digital Marketing Expertise: The Agency should possess expertise in digital marketing strategies, including social media marketing, email marketing, online advertising, and influencer collaborations.
6. Public Relations and Media Relations: The Agency should have a dedicated team for public relations and media relations. It should maintain established relationships with journalists, bloggers, and influencers in the consumer goods and food industry, enabling the Agency to secure media coverage and generate buzz.
7. Event Management Skills: Given the need for restaurants and establishment promotion activations, the Agency should have experience in event management, particularly in analogous situations.
8. Budget Management: The Agency should be transparent about pricing structures, provide cost estimates, and have a clear understanding of financial and administrative expectations.

Senior Lead Manager. The Agency must designate a senior lead manager who will remain actively involved in leading the team, coordinating, and managing all related aspects of the campaign. This individual should have at least 3 years of experience in marketing and communications in Thailand.

The Agency must also designate a primary contact person who is fully informed of all aspects of the contract, including administrative matters, and who will maintain continuous direct communication with ICEX, represented by Ofecomes Bangkok.

The Agency will notify the Economic and Commercial Office in Bangkok 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.

6.4 Assignment. The assignment of the contract to a third party 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 weighing:

EVALUATION CRITERIA	Scores (Max.)
I. Price competitiveness of the tender	30
The Agency with the lowest total budget (excluding taxes) will receive the highest score, and the other offers will receive the proportional score: - The most economical offer will receive the maximum score. - The remaining offers will be scored using the following formula: $\text{points per offer} = (\text{price of the most economical offer} / \text{price of each offer}) \times \text{maximum score (30)}.$ The Agency must present the budget clearly according to the table in Annex II.	
II. Technical Proposal	70
ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the campaign, assigning points as described below. * Media promotion campaign plan (max. 20 points): ICEX will assess the quality and ambition of the proposed media campaign. This includes evaluating: - the quality of partnering media and the extent of the collaboration (max. 8 points). - the suitability of influencers and the extent of the collaboration (max. 8 points). - the established KPIs on views and interactions of the influencer's campaign (max. 4 points). * Restaurant promotions during the campaign (max. 20 points): ICEX will assess the quality and prestige of suggested partnering restaurants, including both Restaurants from Spain (RFS) and Restaurants that are not RFS. * Promotions at the establishments (chef academies, Spanish product stores, and department stores) (max. 20 points): ICEX will assess the quality and prestige of suggested partnering establishments. * Social media strategy (max. 10 points): ICEX will assess the quality, robustness and level of proposed engagement of its social media strategy. Proposals that do not receive at least 10 points for the media promotion campaign plan, 10 points for restaurant promotions, 10 points for promotions at establishments, and 5 points for social media strategy will be automatically excluded.	20 20 20 10
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
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25% of allocated points	Poor
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 financial years (2021-22, 2022-23, 2023-24), including **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 10,000 euros in the best of the last three years.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.
- Curriculum vitae of the Senior Lead Manager.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal must not contain any reference to price and must not exceed 75 pages.

Tenderers must submit a detailed technical proposal that meets all the requirements set out in section 2 ("What we require") and all the evaluation criteria set out in section 7.1. II., including deliverables.

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. The Agency must present the budget clearly according to table in Annex II.

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 – if any – 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 Bangkok, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Bangkok.
- 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 **13/05/2025 02:00pm Bangkok local time (UTC+7)**. 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 for questions.** Questions related to this briefing might be addressed in written form until **06/05/2025 02:00pm Bangkok local time (UTC+7)** only via 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.

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

Álvaro Gil-Navarro Moreno
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Bangkok

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>