



**MARKET REPORT ON THE BRAND
POSITIONING OF SPANISH WINES IN
THE UK**

**BRIEFING/CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM CONSULTING AGENCIES
SEPTEMBER 2022**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON**

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THE INFORMATION CONTAINED IN THIS DOCUMENT IS PRIVATE AND CONFIDENTIAL AND MUST NOT BE USED OR SHARED FOR ANY PURPOSE OTHER THAN THE PREPARATION OF PROPOSALS.

ICEX España Exportación e Inversiones, E.P.E. (hereinafter **ICEX**), represented by the Spanish Economic and Commercial Office in London, invites specialised consultancy agencies to submit their proposals for a market report on the brand positioning of Spanish wines in the UK market.

ICEX aims to hire a **consulting agency** (hereinafter, the **Agency**) to carry out this market research report, in accordance with the terms and conditions set out below.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Case Number:	X043-70-2022
3.-	Scope of the contract:	To select a specialised consultant to carry out a market report on the brand positioning of Spanish wines in the UK market.
4.-	Submission of tenders:	<p>The 3 separate documents that represent the proposal must be sent via email EXCLUSIVELY to tenders@icex.es by 9:00 am CET on 19 September 2022.</p> <p>Attachments should not exceed a total of 4MB in size; in the event that they are larger, a tried and tested file transfer service should be used.</p>

1. TERMS OF REFERENCE

ICEX, the Spanish agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

Since its foundation, ICEX has played an important role in the modernisation of the Spanish economy. ICEX's original mandate was to **promote the export of Spanish products to international markets**, and it has had much success, gaining a great deal of experience in the pursuit of this objective. The current catalogue of promotional activities includes: the organisation of trade missions, events promoting Spanish produce, aiding the participation of Spanish companies at international trade fairs, and market research and reports, amongst other services.

Furthermore, ICEX has gradually developed other products and services, aimed not only at supporting exporters but also at others involved in the international distribution chain for Spanish products, such as importers, distributors and members of the press.

Thanks to ICEX's success and Spain's increasing integration into the international economy, ICEX's mandate has been extended and updated to also include boosting the competitiveness of Spanish companies, especially SMEs, and attracting direct foreign investment to Spain.

Regarding the first of these objectives, ICEX has developed various informative, educational and promotional programmes to improve the tools available for enhancing the competitiveness of SMEs in foreign markets.

It has also been key in the expansion of Spain's direct foreign investment in international markets, coordinating the different policies and types of support provided by public entities in Spain to offer companies a broad range of assistance. With regard to the second objective, ICEX has played an important role in improving the business environment in Spain, analysing and adopting best practices in international trade, and therefore encouraging foreign investors to develop and expand their projects in Spain.

To achieve its mission, ICEX has an extensive network of professionals who specialise in this field. These professionals work at ICEX's headquarters in Madrid, at the 31 Territorial and Provincial Trade Offices based in different Spanish cities and at the almost 100 Economic and Commercial Offices established in Spain's Embassies and Consulates worldwide.

Industry specific information

The Spanish food industry has been seriously affected by the UK's exit from the EU. In terms of wine, the UK remains a key destination for Spanish wine, not only as a consumer market, but also as a re-export market, and because it is a point of reference for other regions of the world, such as Asia. Currently, the UK is the second largest export market for Spain's wines, with Germany in first place and the US in third.

The UK's exit from the EU entails a new legal and regulatory framework that lies outside the rules governing the single market, together with a new fiscal framework that will also have a decisive impact on the price of Spanish wines and wines from the rest of the world in this strategic market. Relevant information can be found in the reports produced by the Spanish Economic and Commercial Office in London: [Market Report](#) and the [Guide to the Wine sector after Brexit](#).

Technical specifications

- A. ICEX wishes to commission a **market report for the repositioning of Spanish wine in the UK**, with the overall aim of making actionable proposals for the Spanish wine sector as a whole, and for Spanish wineries in particular. This report will need to include the following:
- A consumer analysis: geographical area, socio-demographic profile, socio-economic profile, frequency with which wine is consumed and at which times.
 - The attributes most valued by wine consumers in general, and Spanish wine consumers in particular.
 - Trends that will become stronger and more firmly established and will influence wine consumption in the future (presentation, alcohol content, consumption habits, etc.), as well as identifying the groups that generate trends.
 - An analysis of the elasticity of demand and of which factors provide greater resilience to price rises.
 - Market projections for the period 2023 - 2028.
- B. The aim is to carry out a **comparative analysis of the wine sector in the UK** by addressing the following:

- Sales data for the Spanish market compared to its competitors: Italy, France, Portugal, the USA, Argentina, Chile, Australia and New Zealand, as well as the size of the UK market for Spanish wine.
 - An analysis by type of Spanish wine sold (white, red, rosé, sparkling, fortified, natural/organic, etc.).
 - Market price categories (entry level, premium, etc.).
 - Analysis by volume, value by origin, by price range, by sales channel (on and off-trade, including online).
 - Customer typology, with market share.
 - Distribution channels (on-trade, off-trade, online, etc.).
 - Trends in sales progression over recent years.
 - Country brand image for each product and origin.
 - Comparison with other products in the same category, such as beer, spirits and cider.
- C. To provide answers to the questions posed in point A of this section, the Agency will need to **carry out surveys and in-depth interviews** with key market players:
- Consumers. Survey design and implementation. Minimum sample size: 2,000 consumers
 - Spanish wineries selling their products in the UK. The survey will be designed by the Agency, however ICEX will circulate the survey among Spanish wineries who export to the UK. The Agency will process responses (approximately 500 responses are expected).
 - Wine Importers and distributors in the UK. In-depth interviews with ten leading professionals in the UK.

Deliverables

The successful Agency will be expected to provide ICEX with the following documentation at the end of the contract:

- ✓ Market report in PDF format.
- ✓ Five copies of the report, comb bound.
- ✓ Presentation consisting of 20 slides in PPT format, to include the main conclusions for each section of the report.
- ✓ Excel file with the tabulation of data from the surveys and interviews processed for each group.

2. PURPOSE OF THE CONTRACT

To engage the services of a specialised consulting agency to carry out a market report of the brand positioning of Spanish wines in the UK market.

3. CONTRACT, APPLICABLE LEGISLATION AND JURISDICTION

- a. **Campaign contract.** Once the successful company has been selected, a contract will be signed between ICEX and the Agency (hereinafter referred to as the Contract) which will include copyright and intellectual property clauses, activities to be carried out, payment terms and conditions, and other details.
- b. **Applicable legislation.** Spanish legislation shall be applicable to the contents of this tender. All works shall be governed by the terms of the agreement entered between the awardees Agencies and by the tender specifications, which shall be incorporated to the same, and in default of the above, Spanish legislation shall be applicable.

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 the Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish.

4. CONTRACT TERM

The contract will be effective from the date of signature until 15 December 2022. A preliminary submission of the report will be required by 11 November 2022.

The project implementation schedule should not exceed three months from the date of signature.

5. CONTRACT BUDGET

Base tender budget. The base tender budget for the preparation of the market report is set at sixty thousand pounds (£60,000), to include the consultancy agency's fees and any third-party costs, and excluding taxes, regardless of whether or not they are accrued.

Under no circumstances should bids exceed the contract budget.

All bids where fees (exclusive of taxes) exceed the base tender budget will be immediately excluded from this tender.

Bids must include a breakdown of fees quoted and applicable taxes.

The evaluation of fees proposed in bids will be based on the fees quoted, excluding taxes.

6. PAYMENT AND INVOICING

- a. **Contract amount.** The parties will only be bound by the content and amount stated in the Contract. The Agency should not incur any expenditure on behalf of ICEX prior to the date of signature of the corresponding contract and without prior approval from ICEX, represented by the Spanish Economic and Commercial Office in London.
- b. **Invoices.** Corresponding invoices are to be provided to ICEX, in pounds sterling (GBP) in accordance with the following schedule:

Eligible for co-financing with European Union Funds

- An initial payment of 20% will be made on signing the contract.
- A second payment of 30% will be made after the submission of the preliminary report.
- A third payment, for the outstanding amount, will be made once the completed market report has been delivered and approved by ICEX.

c. **Invoice details.** All invoices submitted to ICEX must be issued as follows:

ICEX España Exportación e Inversiones, E.P.E.
VAT No.: Q 2891001 F
Paseo de la Castellana, 278
E-28046 Madrid

And must be sent to:

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office,
Spanish Embassy,
Part Level 4 Podium,
125 Old Broad Street,
London - EC2N 1AR

Services provided by UK-based companies are subject to the reverse charge and will not attract VAT, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services ([VAT Notice 741A](#)) that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of UK VAT.

d. **Assignment of the contract.** Assignment of the contract to a third party is not permitted.

7. CONSULTING AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is seeking an Agency with a proven track record in the field of research and the study of the UK wine market. The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing.
- i. **Meetings.** The Agency must be able to hold meetings with ICEX, represented by the Spanish Economic and Commercial Office in London, on both a regular and an ad hoc basis. These meetings may take place by video conference, if required.
 - ii. **Languages.** The report that is the object of this contract must be presented in English and/or Spanish. Communication between ICEX and the Agency will be in English or in Spanish.
- b. **Administrative requirements of the Agency: Project references.** In order to evaluate the technical capability for undertaking the project, the Agency must include a list of at least three reports with similar characteristics and/or scope carried out within the last five years, table of

contents and entities for which they have been executed. The references submitted must indicate dates and also a brief description of the activities carried out.

- c. **Administrative requirements for the Agency: Project resources.** The Agency must demonstrate that it possesses both the tangible and intangible resources necessary for the successful implementation of the campaign described in this briefing. To enable an effective evaluation of the capacity to undertake the campaign, the Agency must detail all technical resources to be deployed and state the names of the core team that is to be responsible for the project.

The core team must comprise a minimum of three professionals who hold a university degree:

- A project manager: With a minimum of 8 years' experience, including 2 years spent in the UK within the last 6 years, and at least 2 years' experience in team management. Proven ability in the field of statistical analysis and the exploitation of quantitative and qualitative data is essential.
 - A senior consultant: with 5 years' experience, at least 3 of which must be in the wine sector within the last 6 years. This consultant needs to have a background in statistics and data analysis and proven ability in sample choice and data exploitation.
 - A junior consultant: with two years' experience in the UK market and knowledge of the wine sector.
- d. **Administrative requirements for the Agency: Financial solvency.** All participating companies must submit a solvency report that includes the financial accounts for the **last three financial years**. Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds £60,000. If it is not possible to prove economic and financial solvency by means of annual turnover, the tenderer may accredit such solvency by providing an undertaking to take out professional risk liability insurance for an amount equal to or greater than £60,000.
- e. **Non-compliance.** Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting companies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the companies involved.
- f. **Conflict of interest.** The selected company must guarantee that during the contract period it will not work either in whole or in part for other clients, whatever their nationality, who have interests that may conflict with those of ICEX in this market report.
- g. **Intellectual property.** The successful company will **exclusively assign the intellectual property rights** of the report it carries out in relation to this contract to ICEX.

8. CONTENT OF PROPOSALS

- a. **Content of proposal.** Participating agencies must submit a proposal including **three (3) separate documents** (1.-Administrative Requirements; 2.-Technical Proposal and 3.-Financial Proposal), as detailed below. Proposals that do not include all these documents will be considered incomplete and will therefore be excluded.
- b. **Document 1: Administrative requirements for the Agency (in PDF format).** All agencies submitting bids must provide an electronic file in PDF format, containing the following documents:
- **Letter of acceptance.** All participating agencies must submit a letter of acceptance, signed by a legal representative of the company, accepting each and every one of the terms and conditions stipulated in these specifications.
 - **Project References.** The dossier must detail projects of similar scale and scope, as indicated in **clause 7.b.**
 - **Project resources.** The dossier must detail the human resources available for the project, as indicated in **clause 7.c.** In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications and previous projects undertaken by Team members, as well as a description of the functions and tasks to be performed, so as to ensure that the Team has sufficient resources and is capable of carrying out the tasks required by the campaign.

The requirements set out in this section are mandatory, and companies that do not propose a team that meets all these requirements will be excluded. While the Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting. ICEX expects all key Team members assigned to the contract by the Agency to be committed to the campaign for the duration of the contract.

In the proposal, the Agency must detail the role of each Team member assigned to this project. In addition, a detailed CV for each should be included, in line with the model included in Annex I (MS Excel file).

As any change in the key Team members assigned at the beginning of this project could affect the way it is run, express prior authorisation must be obtained from ICEX for any such amendments.

- **Financial solvency.** All participating agencies must submit **financial reports for the best of the last three (3) accounting years (2021, 2020 and 2019)**, as indicated in **clause 7.d.** If the bidder should choose to accredit financial solvency by taking out civil liability insurance, an undertaking to take out professional risk liability insurance for an amount equal to or greater than £60,000 must be provided.

- c. **Document 2: Technical proposal of the Agency (in PDF format).** All applicants must submit a detailed proposal, excluding any reference to price, and a work plan in line with the above strategy and objectives. Proposals that include economic details of project fees in this Document 2 will not be considered and will automatically be excluded from the tender process.
- d. **Document 3: Financial proposal for the tender (MS Excel file).** All participating companies must submit a financial proposal, including a detailed project budget and a breakdown of all costs, as per the table in Annex II (Excel file) of this brief.

Taxes, if applicable, must be indicated in a separate section of the proposal.

Proposals that exceed the base tender budget excluding taxes, as indicated in clause 5, will not be considered.

9. PRESENTATION OF PROPOSALS

- a. **Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in London, will send this briefing to various specialised agencies. It will also be published on the Economic and Commercial Office's website (<https://londres.oficinascomerciales.es>)
- b. **Submission of proposals.** Agencies wishing to take part in the tender process must send the following documentation, in digital format, to the following e-mail address ONLY: tenders@icex.es, by 9 am CET on 19 September 2022. Proposals not submitted by the deadline will automatically be excluded.
 - i. **Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating agencies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.
 - ii. **Costs.** All costs incurred by the participating companies in the preparation of proposals, submissions and quotations will be borne by the companies themselves. Bid submission will not entail the payment of any fee or the reimbursement of any form of expense by ICEX.
 - iii. **Language.** Proposal must be written and submitted in English or Spanish.
 - iv. **Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating agency.
- c. **Modification of proposals.** Once a proposal has been submitted, ICEX will not accept the submission of any modifications, additions or corrections, unless such modifications, additions or corrections are in response to a clarification requested by ICEX.
- d. **Clarification of proposals.** ICEX may invite participating agencies that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.

c. **Conformity of proposals.** All companies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each agency to ensure compliance with all the requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the agency in question.

f. **Evaluation of proposals.** Document 1 (Administrative Requirements) will be opened and evaluated first. Once it has been verified that the participating agency complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated and assigned a score. Finally, document 3 (Financial Proposal) will be opened, evaluated and assigned a score. Therefore, the price (fees) contained in the financial proposal will not be known until this final stage.

g. **Selection of the company to be awarded the contract.** A decision will be taken as soon as possible after the published deadline for the submission of proposals. All participating companies will be notified of the decision by e-mail, and that decision will be published on the Spanish Economic and Commercial Office in London's website, to enable the successful company to commence work as soon as possible.

h. **Contact persons.** Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by 9 am CET on **16 September 2022**. In the interest of fairness, questions posed by participating companies, as well as the answers provided by ICEX, may be shared with all other participating companies.

10. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria:

TABLE 2. Evaluation criteria	
Evaluation Criteria	Scores (maximum)
I. Financial proposal	40
- The company submitting the lowest budget will receive the highest score, and the score for all others will be proportional.	40
II. Professional team assigned to the project	20
Years of experience over and above the stipulated minimum will be taken into account. Specifically:	10
- Project manager: having more than the minimum 2 years of experience in the UK (within the last 6 years). 2.5 points per additional year, up to a maximum of 10 points.	6
- Senior Consultant: having more than the minimum 3 years of experience in the promotion of wine and alcoholic beverages (within the last 6 years). 2 points per additional year, up to a maximum of 6 points	4
- Junior consultant: having more than the minimum 2 years of experience working in the UK market. 2 points per additional year, up to a maximum of 4 points.	

III. Technical Proposal	40
<p>- ICEX will assess the quality of the project, assigning points to each of the components within the Technical Proposal, as described below.</p> <p>- Technical Proposals that do not receive at least 15 points for component III.1 and at least 5 points for component III.2 will be automatically excluded.</p> <p>- ICEX will assess Technical Proposal responses as follows:</p> <p>Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated. 0% of the maximum score</p> <p>Partially compliant. The proposal states that the agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so. 50% of the maximum score</p> <p>Fully compliant. The proposal states that the agency fulfils all the stipulated requirements and provides the necessary information and details on how it will do so. 75% of the maximum score</p> <p>Exceeds the requirements. The proposal proves that the agency is able to fulfil all the stipulated requirements, provides detailed information on how it will do so and excels in presenting actions or approaches that add value. 100% of the maximum score</p>	
<p>III.1. Technical Proposal: Methodology and market report approach</p> <p>ICEX will allocate points as follows:</p> <p>- Rigour in the research and the quantitative analysis to be conducted in support of its conclusions. (Max. 10 points) 10</p> <p>- Quality and the degree to which the proposed methodology for conducting fieldwork on the marketing channels considered appropriate aligns with project objectives. (Max. 10 points) 10</p> <p>- Quality and degree of suitability of the surveys and field tests proposed for analysing demand. (Max. 10 points) 10</p>	30
<p>III.2. Technical Proposal: Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal, awarding a maximum of ten (10) points. Specifically:</p>	10

- ICEX will evaluate those elements of the proposal that involve notable innovations or improvements in terms of the project concept or implementation (e.g., increasing the number of reference samples or the extension of the research to include specific niches such as premium or organic wines in a differentiated manner), thus allowing the objectives of the market report to be more effectively achieved. (Max. 5 points)	5
- If the preliminary report and final project are delivered in Spanish, this will be valued positively by ICEX. (Max. 5 points)	5
The cost of any innovation or improvement must be included in the proposed budget and may not involve any additional cost.	
TOTAL	100

- **Abnormally low bids.** Financial proposals will be evaluated to determine whether or not they may be considered disproportionate or abnormal. Bids will be considered abnormally low if (a) they are 20% lower than the maximum budget permitted, when fewer than three tenders are presented, or if (b) they are 10% lower than the average of all the bids submitted in the case that there are three or more tenderers, the highest price being excluded for the calculation of said average. When a bid is considered to be abnormally low, the participating company will be asked to justify its bid and its terms and conditions within seventy-two (72) hours of receiving ICEX's notification. Once the claim has been received or this period of time has lapsed, ICEX will decide, if necessary and having obtained technical advice, whether or not the bid is to be considered abnormal and may exclude it accordingly.
- **Tie-breaking criteria.** In the event of a tie in the points obtained by two or more tenders, this will be resolved by applying the social criteria indicated below, and in the order specified. These will apply to staff working for the agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.
 - o Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied companies, with priority given, if the percentages are equal, to the company with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
 - o Lowest percentage of temporary contracts within the workforce of each of the tied companies.
 - o Highest percentage of women employed by each of the tied companies.
 - o If it is not possible to break the tie using the above criteria, lots will be drawn.

11. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

Chair	Fernando Muñoz	Head of the Food and Beverage Dept., London Office
Substitute	Marianne Rodríguez	Member of the Food and Beverage Dept., London Office
Committee member	Salomé Martínez	Deputy Food Industry Director, ICEX
Substitute	Pedro Flores	Member of the Food and Beverage Department
Secretary	Isabel Arias	Member of the Contracting Department
Substitute	Pablo Jorge Molina	Member of the Contracting Department

12. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in London. In terms of invoicing, special care must be taken with regard to the aspects established in clause 6, following the guidelines set by ICEX and adhering to the conditions established in the contract.

- a. **Technical quality.** The Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the consultant will be responsible for:
 - Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
 - Compliance with the deadlines agreed with ICEX in each case.
 - Any omissions, errors, incorrect conclusions or inadequate methodologies during the term of this contract.
 - The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
 - The processing of the information and data made available to it.
- b. **Preliminary report.** The Agency must provide ICEX with a preliminary report by 11 November 2022, approximately halfway through the duration of the project.
- c. **Final report.** Furthermore, at the end of the campaign, the Agency must submit a final report, comprising the following: (i) Market report in PDF format; (ii) 5 comb-bound copies of the market report; (iii) Presentation of 20 slides in PPT format giving the main conclusions drawn from each section of the report; (iv) Excel file containing the tabulation

of data from the surveys and interviews processed for each group. The final report must be submitted within three (3) months of the signing of the contract.

- d. **Copyright and information rights.** The intellectual and industrial property rights to the work carried out by the Agency, as well as to all the information gathered by the Agency on behalf of ICEX in relation to this contract will be owned by ICEX upon payment of all consultancy fees and any relevant expenses agreed herein, and no additional fee will be paid. Such rights will be global and valid for the maximum period of copyright protection for all types of files, in any format or language, and with all the effects determined by law.
- e. **Confidentiality.** The Agency accepts the obligation to maintain professional secrecy with regard to the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential. This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.
- i. The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.
 - ii. The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own or private purposes or for any other purposes.
 - iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

13. CANCELLATIONS

ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met, or in the case of any breach of the obligations set out in the contract. This will be without prejudice to any additional claims for damages.

14. APPLICABLE LEGISLATION

The services shall be governed by the terms of the contract entered into by the successful tenderer and by this briefing document, which will be incorporated herein. Failing this, Spanish legislation will prevail.

15. JURISDICTION

To resolve any dispute, disagreement, question or claim that may arise from the execution of the Contract signed with the awardee of this tender, the matter will be subject to ordinary jurisdiction.

The parties, waiving any other jurisdiction that may otherwise be applicable, expressly submit to the Courts of the city of Madrid.

16. ORGANISATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism. It is represented in the UK by the Spanish Economic and Commercial Office in London. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish companies and promote foreign investment in Spain.
- b. **The Spanish Economic and Commercial Office in London** is responsible for promoting trade and investment between Spain and the UK within its sphere of competence.

London, 6th September 2022

ICEX Board of Directors
By Delegation (Resolution dated 30 September 2021) Official State Bulletin (BOE)
of 11 October 2021



Álvaro Nadal Belda
Head of the Economic and Commercial Office
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN LONDON