



## **CAMPAIGN TO PROMOTE SPANISH OPEN DAYS IN JAPAN**

**BRIEFING/CONTRACTUAL CONDITIONS  
CALL FOR BIDS  
FROM COMMUNICATIONS AND PR AGENCIES  
MARCH 2024**

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





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**ICEX Spain Trade and Investment, E.P.E.** (hereinafter, **ICEX**), represented in TOKYO (Japan) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office), invites qualified communications and event marketing agencies (hereinafter, the Agency), to submit a proposal to support the Office in the successful implementation of a campaign to promote Spanish Open Days in Japan.

ICEX is a public corporation that is part of the Ministry of Economy, Trade and Enterprise through the State Secretariat for Trade, established and governed by Royal Decree-Act 4/2011, dated 8 April, and with its headquarters in Madrid (Spain). ICEX's remit is to promote exports by Spanish companies and support their internationalisation to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in Japan through the Office.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Case Number:	X078-01-2024
3.-	Scope of the contract:	To select a PR agency to deliver the efficient implementation, management, and success of a campaign to promote Spanish Open Days in Japan during 2024.
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to <a href="mailto:tenders@icex.es">tenders@icex.es</a> by April 3 <sup>rd</sup> at 9:00 AM CET.  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.

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*Eligible for co-financing from European Union Funds*





## 1. TERMS OF REFERENCE

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### 1.1. ICEX, the Spanish agency for the promotion of trade and investment

ICEX ([www.icex.es](http://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 Economy, Trade and Enterprise (MINECO) (<https://sede.mineco.gob.es/en>) 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. Regarding 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 Spanish Embassies and Consulates worldwide.





## 1.2. Scope of the activity

The Spanish Food and Wines Business Meetings, also known as Spanish Open Days, is one of the most important fairs for the Spanish agri-food sector organised by ICEX in Japan.

The Economic and Commercial Office of Spain in Japan will organize **four Spanish Open Days in 2024**.

Our goal with these exclusive events is to continue to promote Spanish food, wine and other beverages by showcasing the finest Spanish products to the industry professionals and media in Japan. Moreover, these events will support Spanish companies and importers of Spanish products in their tasks to expand their local distribution networks.

In the years prior to COVID-19, this event held several editions per year in strategic cities, in order to host the greatest diversity of Japanese importers. In this sense, 2023 became the first year after the pandemic crisis to hold three editions (two in Tokyo and one in Osaka).

ICEX and the Spanish Economic and Commercial Office in Tokyo have focused on two basic aspects in all their editions. Firstly, to project the image of quality and excellence of Spanish food and beverages in Japan through its importers. Secondly, to maximise the opportunities for interaction between importers and the different players in the Japanese food sector to promote their sales and expand their distribution network in the country.

In the last edition at Tokyo, in November 2023, more than 400 commercial brands of a wide variety of Spanish products were presented, including pickles (olives and piparras), seafood products (anchovies and anchovies), ham and cured meats, still and sparkling wines, and spirits (gin and vermouth).

The Spanish Open Days are aimed exclusively at the professional public of the food and beverages sector in Japan. This includes restaurants and hotels as well as supermarkets and wholesalers.

The participation of importers with novel Spanish products for the Japanese market could be indicative of the need to seek out new culinary experiences that consumers are beginning to experience.

The trends of the spring edition 2023 in Tokyo and the autumn editions in Osaka and in Tokyo showed that visitors have a greater interest in organic wines and more original products, such as Txakoli, hot chocolate and cider. However, cured ham continues to be the main protagonist of all the editions held in 2023, being the most appreciated and valued in comparison with the other foodstuffs on display. Although to a lesser extent, canned anchovies and canned anchovies also stood out, as these products are commonly consumed in the Japanese diet.

The three editions of the Spanish Open Days in Japan in 2023 were visited by around 1,213 visitors. Overall, the autumn edition in Tokyo was the best attended with 488 visitors. All editions were dominated by the HORECA category (60% of the total), followed by retailers and liquor stores (17% of the total). To a lesser extent, professionals from the supermarket channel visited the fair, although those who did attend represented large corporations in the country's distribution channel, such as the AEON group and Kaldi.





## 2. PURPOSE OF THE CONTRACT

To select PR and Communication agency to deliver the efficient implementation, management, and success of a campaign to promote five Spanish Open Days in Japan during 2024.

The Economic and Commercial Office of Spain in Japan will be responsible for renting a space with capacity for the exhibitors. All the expenses related to the rental and hotel services will be covered by the Economic and Commercial Office of Spain in Japan in a separate budget.

The agency will be in charge of: designing, organizing and implementing the promotional activities program such as produce all promotional material and on-site decoration, included layouts, with images and contexts provided by ICEX; design the Public Relations Strategy and perform it before, during and after the event; extend the event information and invitation to local importers, distributors, HORECA purchasing department managers, e-commerce dealers and representatives from relevant local trade associations in the area where the event takes place; update the target audience database; invite specialized media.

## 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 into between the awardee Agency and by the tender specifications, which shall be incorporated into said agreement, 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 services described are scheduled to run from the date of signature of the contract until the end of 2024. The contract can be extended up to four additional years.





## 5. CONTRACT BUDGET

The total **maximum available budget** for the annual contract is **7.849.000 JPY** (excluding taxes), inclusive of agency fees, and any third-party expenses.

Under no circumstances can the budget be exceeded.

Services provided by JAPAN-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 JAPAN VAT.

The economic proposal will be considered based on offered prices, excluding taxes (if applicable), which must be clearly described and separated.

The total amount of the contract including the 4 possible extensions is 39.245.000 JPY.

## 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 TOKYO.

Should any of the planned activities/services not be carried out the budget allocated to the respective activity/service will be deducted from the overall budget. Replacement activity/service, of a similar nature to and up to a maximum cost of the activity that has been cancelled will need to be agreed prior to implementation and it may be necessary for the contract to be amended accordingly via an Appendix under section 14 of this document.

- b. **Invoices and reporting.** Corresponding invoices shall be submitted to ICEX in Japanese Yen (JPY) by the middle of each month during the contract period and shall be accompanied by a brief report in Spanish or English on the work completed during the previous month.

The final invoice should be sent by mid-October and should be accompanied by a final report on the campaign including conclusions and recommendations.

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

Invoices should be addressed to:

EMBASSY OF SPAIN, ECONOMIC AND COMMERCIAL OFFICE – ICEX ESPAÑA





EXPORTACIÓN E INVERSIONES, E.P.E. (Q2891001F)

But dispatched to:

Economic & Commercial Office, Embassy of Spain in Tokyo-Icex  
3rd Floor 1-3-29, Roppongi, Minato-ku  
106-0032, Tokyo

The Agency invoice will contain the following elements:

Company letterhead / logo  
Address  
Date  
Invoice number  
Corporation number  
Description of the item/s  
Total amount due

Regarding to the consumption tax, please treat the amount more than 40,000 yen as duty free for foreign diplomatic establishments. The agency will need to apply to the Ministry of Foreign Affairs for a designated tax-exempt store. However, if you have already completed this procedure when dealing with other embassies, you do not need to apply again. The client will send you a duty-free purchase list by mail after payment.

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

## 7. PR AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is seeking an integrated communications and public relations agency with demonstrated expertise in the food sector. Agencies must demonstrate their proven track record in food promotion by providing examples of work previously completed. 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 TOKYO, on both a regular and an ad hoc basis. These meetings may take place by video conference, if required.
  - ii. **Languages.** Communication between ICEX and the Agency will be in English or in Spanish.
- b. **Administrative requirements of the Agency: Project references.** The technical capability of the agency shall be demonstrated by submitting examples of works of similar scale and scope, executed in all or some of the last three years (2021, 2022, 2023).

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Documento electrónico, página 8 de 24.





- 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 requirements set out below regarding staffing **are mandatory**. Agencies that do not present in their offer a team that meets all the requirements, will be excluded. However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, providing documentation that legally demonstrates the stated relationship.

The role of each team member assigned to the campaign's different programme areas must be **clearly** specified in the Agency proposal. In addition, their **detailed** CVs must be included in Document 3.

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of at least the same qualifications.

The Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Office.

It is expected that all key team members assigned by the Agency to each of the contracts have specific knowledge of and professional expertise in the food industry, are fluent in spoken and written English, and remain as part of the team for the duration of the contract period.

Staffing team must consist of a minimum of three different members, with each member exclusively responsible for only one of the following roles:

- **Senior Manager:** Senior agency member leading the team, responsible for the planning, organisation, and overall implementation of the programme. This person should have a minimum 5 (five) years of verifiable experience in food marketing and communications.
- **PR/Communications/Social Media Manager:** This person should have a minimum of 3 (three) years' experience in food industry marketing and communications, with strong communication and writing skills.
- **Event Coordinator:** Designated team member, with a minimum of 2 (two) years' experience in marketing and communications campaigns, responsible for the logistical aspects including billing and contracting.

**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** (2021, 2022, 2023). 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 7.000.000-JPY.

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 7.000.000-JPY.

Where the agency tendering will be sub-contracting or engaging in a joint venture with another agency or other agencies for the purposes of this contract, the financial requirements specified above will apply to the agencies jointly, not singly.

- d. **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.
- e. **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 contract.

## 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 (See Sec. 7 Agency Profile and Staffing requirements and Annex I - Economic and Technical Solvency), 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.**





- **Financial solvency.** All participating agencies must submit **financial accounts for the best of the last three (3) financial years** (2020, 2021, 2022), 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 7.000.000-JPY must be provided.
- **Letter confirming that the members of the team fulfil the minimum requirements** established in the briefing, WITHOUT any reference to their names or CVs, which must be included ONLY in Document 3.

Agencies not satisfying any of the requirements above will be excluded from the tender.

- c. **Document 2: Technical proposal of the Agency (in PDF format).** All applicants must submit a detailed proposal (See Sec. 1 - Plan of Action, Sec. 11 - Evaluation Criteria and Annex II - Technical 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.**

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

- 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 III (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.
- **Project human 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.

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.

## 9. PRESENTATION OF PROPOSALS

a. **Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in TOKYO, will send this briefing to various specialised agencies. It will also be published on the [TOKYO Office's website](#).

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](mailto:tenders@icex.es), by **9 am CET on 3<sup>rd</sup> April 2024**. 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 fees 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 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 TOKYO's Office 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](mailto:tenders@icex.es) by **9 am CET on 1<sup>st</sup> April 2024**. 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

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

EVALUATION CRITERIA	Points (Max.)
I. Total budget	Up to  30 Points
The agency with the lowest total price, excluding taxes, 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.	
II. Professional profile assigned to the campaign	10
Years/months of experience over and above the stipulated minimum will be considered. Specifically:  - Team Leader: having more than the minimum of 5 years of verifiable experience in Japanese food sector, based in Japan. 1 point per additional year, up to maximum of 5 points.  -Communication Manager: having minimum of 3 years of verifiable experience in promotional campaigns, responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. 1 point per year, up to maximum of 5 points.	5  5
III. Technical Proposal: Strategy and content of the proposal designed to deliver the additional activities for Spanish White Pork Campaign	Up to 60 points



<b>(The proposals that do not receive at least 30 points in this section will be automatically excluded)</b>	
For each section we shall assess the <b>quality</b> of proposed plan and extent to which it most <b>efficiently satisfies</b> the campaign objectives stipulated assigning points as follows:	
- Public relations strategy and follow up invitations. Level of detail in the proposal of the measures to be taken and resources to be assigned in order to ensure the attendance of professional visitors from the food and beverage sector to each of the event. 30 points.	30
- Organization and planning: adequacy of the proposal for the events to the targets of the briefing (locations, advertising, layouts, etc). 15 points.	15
- Communication and innovation, creativity, design, decoration, promotional materials proposed for the events. 15 points.	15

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

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

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

Bids will be considered disproportionate or anomalous when:

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

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

#### Tiebreaker criteria

In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the following social criteria in order, referred to at the end of the deadline for submitting offers:



- a) 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, the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in a situation of social exclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.
- d) The draw, if the application of the above criteria had not resulted in a tiebreaker.

The supporting documentation for the tiebreaker criteria referred to in this section will be provided by the bidders at the time the tie occurs, and not previously.

## 11. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

<b>Chair*</b>	<b>María Naranjo</b>	<b>Director of Agri-Food Industry. ICEX Headquarters</b>
<b>Substitute</b>	<b>Salomé Martínez</b>	<b>Deputy Director of Agri-Food Industry. ICEX Headquarters</b>
<b>Committee member</b>	<b>Montserrat Carrasco</b>	<b>Commercial Attaché of the Economic &amp; Commercial Office, Embassy of Spain in Tokyo</b>
<b>Substitute</b>	<b>Kyoko Okoshi</b>	<b>Commercial Officer of the Economic &amp; Commercial Office, Embassy of Spain in Tokyo</b>
<b>Committee member</b>	<b>Laura Velasco</b>	<b>Head of Gastronomy and Digital Strategy Department, ICEX Headquarters</b>
<b>Substitute</b>	<b>Ascensión Martín</b>	<b>Sector Manager of Gastronomy and Digital Strategy Department, ICEX Headquarters</b>
<b>Committee member</b>	<b>Momoko Sakagami</b>	<b>Food &amp; Agriculture Commercial Officer. Economic &amp; Commercial Office, Embassy of Spain in Tokyo</b>
<b>Substitute</b>	<b>Jair Moreno</b>	<b>Administrative assistant of the Economic &amp; Commercial Office, Embassy of Spain in Tokyo</b>
<b>Secretary**</b>	<b>Pedro Patiño</b>	<b>Deputy Director of Procurement Department. ICEX Headquarters</b>
<b>Substitute</b>	<b>Isabel Arias</b>	<b>Member of the Procurement Department. ICEX Headquarters</b>

\*With casting vote

\*\*With voice and without vote

## 12. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in TOKYO. 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. **Copyright and information rights.** All intellectual or industrial property rights in the work created by the Agency and all the information gathered by it in connection with the contract shall belong to ICEX.

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

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

The Agency 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 Agency 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 Agency or subcontracted by it.

The Agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.

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

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

- c. **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 AND TERMINATION

**Force Majeure or restrictions imposed by the Authorities.** The parties will not be responsible for the damages and losses caused to the other party because of delays or breaches of the contract due to force majeure or restrictions imposed by the Authorities. The duties of the contract will be considered suspended for as long as the situation of force majeure or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of force Majeure or restriction extends in time for more than three months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

**Cancellation or postponement of events.** In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of signature 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 Agency must submit all documentary invoices of the expenses incurred up to that date.

In the event that an activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

**Termination.** 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. MODIFICATIONS OF THE CONTRACT

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Once the contract has been formalized, the modifications considered necessary for its correct execution may be agreed, as long as they do not alter the global nature of the initial contract or imply a substantial modification.

In all cases, the successful tenderer shall provide in writing, at ICEX's request, proof of the pertinent technical, financial, or other requirements prior to any modification of the contract. The modification must be previously approved by ICEX, and the corresponding contract drawn up and signed.

## 15. APPLICABLE LEGISLATION

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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.

## 16. JURISDICTION

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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.

## 17. EUROPEAN FUNDING

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The activities contemplated in this briefing may be subject to European Union's financing through the European Regional Development Fund (ERDF).

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 2013, and in particular with 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 must 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: the 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”.

## 18. 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 JAPAN by the Spanish Economic and Commercial Office in TOKYO. 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 TOKYO** is responsible for promoting trade and investment between Spain and the JAPAN within its sphere of competence.

TOKYO, on the date of signature

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

Fernando Hernández Jiménez-Casquet  
Head of the Economic and Commercial Office  
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN TOKYO



## ANNEX I. Economic and Technical Solvency

*PDF file + Excel file for Team Experience (See Sec. 7 Agency Profile and Staffing requirements)*

- ✓ **Agency solvency report.** Show promotional projects of similar scope executed in all or some of the last three years (2021, 2022, 2023).
- ✓ **Financial accounts** for the best of the last three tax years (2020-21, 2021-22, 2022-23).
- ✓ **Letter confirming that the team fulfils the minimum requirements established in the briefing (WITHOUT any reference to names or their CVx, which must be included in Document 3).**

**Agencies not satisfying any of the stipulated solvency criteria will be excluded from the tender.**





## ANNEX II. Technical Proposal (Programme proposal)

*PDF file (See Sec. 8 Technical Specifications and Sec. 11 Evaluation Criteria)*

**It is ONLY in the economic offer in Annex III that the agency will need to indicate costs of each service. No reference to costs may be included in Annex II. Proposals with costs in Annex II will not be considered.**

**Technical proposal:** This should detail the work proposed to be undertaken in all project categories, including Agency's strategy, means of implementation, all deliverables, timeline and work plan.

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





### ANNEX III. Economic Proposal

#### Excel File

- ✓ **Economic proposal in JPY.** Provide an Excel file with a detailed budget, with a breakdown of all costs as per template below.
- ✓ ICEX will evaluate tenders based on the prices quoted, excluding taxes. The tenders should include a breakdown in which the price quoted and taxes, if applicable, **must be clearly separated.**
- ✓ Proposals exceeding the **maximum available budget (7.849.000 JPY, excluding taxes)** will **not be considered.**

AGENCY PROPOSAL SPANISH WHITE PORKDIGITAL CAMPAIGN Maximum total budget 47.900.000-JPY (excluding taxes)	ECONOMIC PROPOSAL BEFORE TAXES	TAXES	TOTAL
SUBTOTAL			
TOTAL			

- ✓ **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective detailed CV's and fill out the Excel file below.
  - Senior Manager
  - PR/Communications/Social Media Manager
  - Programme Administrative Coordinator





TEAM EXPERIENCE			
SENIOR MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			
PR / COMMUNICATIONS / SOCIAL MEDIA MANAGER			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			
PROGRAMME ADMINISTRATIVE COORDINATOR			
	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			

