

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN DÜSSELDORF

Dirección: Jägerhofstr. 32, 40479 Düsseldorf

E-mail: dusseldorf@comercio.mineco.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: 11:59 p.m. on **July 18th, 2025**

Date: July 3rd, 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Düsseldorf
Contract number	X027-07-2025
Proposal's request	Selection of operator with proven previous track records managing landing pad programs that can provide the service for the management of DESAFIA AGRITECH GERMANY.
Timing, dates and number possible of renewals	Signed date until 31st December 2025 with one (1) possible extension
Max. budget for contract excluding renewals	EUR 170.000 (one hundred and seventy thousand), tax excluded
Contract value including renewals	EUR 340.000 (three hundred and forty thousand), tax excluded
Qualifying prerequisites	<ul style="list-style-type: none"> - Financial solvency: financial accounts for the best of the last three years and minimum of EUR 170.000. - Technical solvency: proven track record in similar activities during the past three years. - Team requirements: a minimum of 3 staff members and a designate primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 20 points), Technical and Team (max 80 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none"> - The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by 11:59 p.m. on July 18th, 2025. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: <ol style="list-style-type: none"> 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) and Team. 3. Financial offer (price).
Contact for questions	<p>Only written questions by email before 23:59 on July 14th, 2025 to tenders@icex.es.</p> <p>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. ICEX will not be able to answer questions formulated after the above deadline.</p>

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Düsseldorf, invites companies to submit their proposals for the service for the management of DESAFIA AGRITECH GERMANY.

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

1. PROJECT DESCRIPTION

DESAFIA is a public initiative to help Spanish technology companies scale faster and globally. It is sponsored by ICEX (the Internationalisation Agency of the Spanish Government) and Red.es (the Government of Spain's agency responsible for executing and deploying Spain's Digital Agenda). This invitation to tender is published pursuant to the Agreement for the Management of Desafia Agritech 2025-2026 Initiative, signed between ICEX and Red.es on July 2ndt, 2025.

Companies that apply to Desafía Agritech (Germany) must have a product or service of high technological value, a sustainable business model and, ideally, previous international experience; it is not aimed at early-stage entrepreneurs. The program has the objectives of introducing the participants to the German ecosystem, so that they can benefit from lessons that allow them to grow as successful entrepreneurs in the German market.

DESAFIA AGRITECH GERMANY focuses on the challenges that Spanish Agritech companies encounter to grow and become global.

ICEX and Red.es will invite a cohort of Spanish startups to participate in the immersion programme. C-Level officers and founders will participate in workshops, meetings and activities that not only inspire them, but help them assess the strategic position of the company, plot improvements to ramp-up growth, define a roadmap based on strategic and tactical considerations and start working on it.

OFECOMES Dusseldorf, on behalf of ICEX, requests proposals for the provision of the service for the management of DESAFIA AGRITECH GERMANY.

For more information on previous DESAFIA Agritech programmes in other locations visit the following website. [DESAFIA FOODTECH NETHERLANDS 2023](https://one.gob.es/en/programs/desaf%C3%ADa-foodtech-netherlands-2023)
(foodswinesfromspain.com)

For more information on previous DESAFIA in other sectors and locations, visit the following website: <https://one.gob.es/en/programs/desaf%C3%ADa>

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The successful bidder will be in charge of:

2.1. Information and advisory services.

- Attraction of Suitable Candidates: Collaborate with ICEX and Red.es to attract potential candidates from the Spanish start-up ecosystem, using the agency's professional network and local market knowledge.
- Enquiry Management and Advisory: Manage enquiries from interested parties about DESAFIA FOODTECH Germany from public entities, media, potential applicants, among others.
- Project and Assistant to the Project Managers are expected to travel to Spain once a year during the term of the contract: One trip during DESAFIA BOOTCAMP event to Madrid. Additional team members could travel to Spain for DESAFIA BOOTCAMP activity if the awardee deems this necessary for the proper execution of the project. (These expenses are part of the budget. No extra funds will be provided for these trips)

2.2. Immersion programme.

Aimed at founders and C-level executives of Spanish companies with the greatest potential to successfully tackle the global market and transform their companies after the experience.

- Participants will be selected by ICEX and Red.es; support from the awardee is requested during the selection process, including proposal of evaluation criteria, prioritising of applications and detailed explanation of scores. An example of an Excel template for the evaluation of the application is attached (Annex A). The assessment will be delivered one week after the closing date of the call for participants.
- The awardee must organize one (1) immersion programme – cohort - before the end of December 2025 with at least 8 participants, expecting 10 participants. If the number of participants is less than 8, ICEX and the contractor will meet to analyse the causes and consequences of this situation. If the number is too low, the program could be cancelled, and the contractor would be reimbursed only for expenses incurred to date. If, on the other hand, the number allows the programme to be viable but is less than 8 for reasons attributable to the contractor, the proportional amount will be deducted from the contract price.

The immersion programme will have the following structure:

- Pre-immersion phase (3 to 4 weeks). This phase includes personalised mentoring (the matchmaking process for this mentoring should consider the specific needs of the different participants), accompaniment, and a follow-up system by a local expert before the start of the second phase. These sessions are designed to identify business opportunities in the German market and guide the company through all phases of the programme. This phase is online (the platform for the delivery of the different online phases of the programme shall be provided by the awardee), but some of the activities will take place on-site during the DESAFIA BOOTCAMP event (Madrid, dates tbc). During the DESAFIA BOOTCAMP event, which will take place at ICEX or Red.es' premises in Madrid, the successful bidder is expected to have a programme of workshops/meetings (including, among other topics, the scope of the programme to

be developed in Germany and pitch training oriented to the German market) that will cover at least 1 day of work.

- Immersion phase. The immersion phase will include on-site (Germany, locations to be proposed by the awardee) group meetings with key agents of Germany's ecosystem (mentors, investors, entrepreneurs, advisors, etc.). Based on previous experience, we would expect a time frame of 7 working days.. In any case, bidders may propose a different solution within the time limit. The aim of these days is to enable companies to get in touch first-hand with the main players, institutions (universities, incubators, accelerators...), companies and specialised investment funds in this ecosystem, and to learn about the local business culture. We expect the awardee to deliver a very personalised and high quality programme, including 1-to-1 sessions, networking activities and a Demo Day or similar. At least 30% of the immersion program sessions will be 1:1 sessions dedicated to each participating company.
- Post-immersion phase. Designed to follow up on the contacts made during the immersion and to finalise and conclude the programme. This phase is online. It will last a maximum of 6 weeks, taking into account that all activities, including the reporting phase, must be completed before 31st December 2025.

Bidders must inform in detail of the venues of reference for their proposed activities.

2.3. DESAFIA AGRITECH GERMANY community and strategic alliances.

In collaboration with ICEX and Red.es, the awardee will build and maintain a network of strategic alliances, consisting of:

- External mentors in Germany and Spain that give support to DESAFIA participants for the duration of the programme, with the possibility of extending their involvement further if they wish to.
- Alumni: we are seeking ways to strengthen the ties between alumni and expect the agency to offer proposals in this area.

2.4. Preparation and delivery of, at least, the following reports (in English or Spanish):

- One technical report for the cohort. The report must include feedback from participants via specific surveys. The immersion program technical report will be delivered within a maximum of three weeks following the conclusion of program, before 31st December 2025.

2.5. Marketing and communication plan.

- The awardee will develop marketing and communication activities to:
 - Raise awareness of DESAFIA AGRITECH GERMANY.
 - Attract potential Spanish candidates to DESAFIA AGRITECH GERMANY.
 - Build a professional community and forge strategic alliances.
 - Create awareness among relevant German stakeholders on the potential of participants in DESAFIA AGRITECH GERMANY.
- The awardee will manage and create content for DESAFIA's social media accounts and is expected to use its own accounts as a dissemination channel. Additionally, the awardee must create a web page for the DESAFIA AGRITECH GERMANY initiative. It must also generate content to be used by ICEX and Red.es in their own channels.

- 2.6.** Bids that do not include all the activities / tasks requested in the briefing will be automatically excluded.

3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1. Term.** The services described in the contract will run from the date the agreement is signed by both parties until 31st December 2025, or failing that, upon completion of the planned program.
- 3.2. Extensions.** This tender includes the possibility of extending the contract for one (1) additional program to accommodate one cohort in 2026.

4. BUDGET

- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **170.000 € (One hundred seventy thousand euros)**. Bids will be made in EUR excluding taxes.

However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.

This service/activity can be subject to European Union's partially or completely financing through the Recovery and Resilience Facility (RRF) at least until December 31st, 2025 but, in the event that it proves to be ineligible by the European authorities, this contract and its possible extension are guaranteed by ICEX's general budget.

This tender includes the possibility of extending the contract for one (1) additional program to accommodate one cohort in 2026, guaranteed by ICEX's general budget (Not Recovery and Resilience Facility). The signing date for the extension will always be at the time the previous cohort has been positively assessed. The corresponding amount for one additional cohort will be 170.000 € as a maximum.

- 4.2. Estimated contract value:** The estimated total contract value includes the value of the contract, its extensions and its modifications, excluding any applicable taxes. Given that in this case only one (1) extension has been foreseen, the estimated contract value is the following amount: 340.000 € (three hundred forty thousand 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 and Commercial Office of Spain in Düsseldorf.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is **EUR**.

5.3. Payment schedule. Payment will be made in two milestones: the first after the Pre-immersion phase and the second after the Immersion phase and the Post-immersion phase, according to the budget breakdown established in the economical offer. In both cases, the invoice must be accompanied by a report justifying the activities carried out.

5.4. 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:**

Oficina Económica y Comercial de España en Düsseldorf
Jägerhofstrasse, 32
Düsseldorf 40479
Alemania
+49 211 493660
dusseldorf@comercio.mineco.es

The Agency invoice will contain the following elements:

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

6. REQUIREMENTS

6.1 Financial solvency requirements. All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of 170.000€, on the best of the past three (3) years.

6.2 Technical solvency requirements. The company must have a strong and proven track record in providing similar services. The technical solvency of the company shall be demonstrated by submitting similar activities carried out in Germany since 2022 (or 2021 if 2024 accounts are not yet available). A minimum experience of three years in similar projects is required. As the program will take place in Germany, bidders must be based or have an office in Germany with the ability to execute the program.

6.3 Team requirements. The role of each team member assigned to this project shall be specified in the tender. In addition their curriculum vitae must be included in the proposal. The CVs submitted must be anonymized and according to the template contained in Annex 3. The company must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, represented by the Economic and Commercial Office.

A minimum of 3 staff members assigned to this project is expected.

- **Project Manager:** Minimum of 5 years' leading experience in acceleration and incubation programmes, fundraising networks and strategic partnerships in Germany. Full English competence required; Spanish is desirable. He or she must be fully engaged with ICEX and Red.es, with OFECOMES Düsseldorf and with participant companies (the project manager must not be a mere supervisor).
- **Assistant to the programme Manager (who must be a different person from the Project Manager):** Minimum of 2 years' leading experience in Public Relationships, accelerator and incubation programs and fundraising networks. Full English competence required; Spanish is desirable. Proactive and customer oriented.
- **Additional team members:** Incorporating other members who specialize in administration, invoicing, marketing and other supporting activities is possible if they meet the minimum 2 years' proven track record in the tasks required.

In case of substitution of team members, fifteen (15) days in advance, the successful bidder will have to:

- Submit a change request to the Economic and Commercial Office explaining the reason for the change.
- Submit the curriculum vitae of the new team member, who should have at least the same qualifications and experience as the one to be replaced.
- Assume the costs of knowledge transfer and overlapping of both profiles.

The incorporation, substitution or dismissal of the people designated by the contractor shall require coordination with ICEX.

The company team will regularly hold meetings with the team of the Economic and Commercial Office in Düsseldorf to monitor the development of the project. These meetings can be held via videoconference.

6.4 **Assignment.** The assignment of the contract is not allowed.

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

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA	
	Scores (Max.)
I. Price competitiveness of the tender (to include in Document 3)	20
The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.	

<ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. 	
II. Technical Proposal (to include in Document 2)	55
<ul style="list-style-type: none"> ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below: <ul style="list-style-type: none"> Proposed programme for the pre-immersion phase, including the activities during DESAFIA BOOTCAMP in Madrid. Degree of adequacy will be valued up to a maximum of 10 points. Proposed programme for the immersion phase, including, for example, workshops, demo day and/or visits. Degree of adequacy will be valued up to a maximum of 20 points. Strategic partnerships with international and German stakeholders. Quality of companies and people that could engage with Spanish companies. Maximum 15 points. Unique and innovative solutions on the delivery of DESAFIA AGRITECH GERMANY. Innovative solutions with added value should not involve any additional costs to ICEX and must be clearly specified in the proposal. Maximum 10 points. Technical Proposals that do not receive at least 27,50 points in this section will be automatically excluded. 	
III. Team Proposal (to include in Document 2)	25
<p>Beyond the minimum requirements (see below), the team members will be assessed as follows:</p> <p><u>Project Manager (fully involved in the project):</u> (Máx. 17 points)</p> <ol style="list-style-type: none"> Set-up of technology-based companies, either as an entrepreneur or as a member of the founder team. To be valued: number and relevance of companies established either in Germany or abroad. Maximum 2 points Management of incubation and acceleration programmes. To be valued: number and relevance of programmes related to agritech in Germany and international agritech ecosystems. Maximum 6 points Networks in Germany related to the bid's main purpose (investors, mentors, corporates...). To be valued: number and relevance for the agritech ecosystem. Maximum 5 points Managing of direct or indirect Investment fund operations for start-ups in different stages of growth: number, value and relevance. Maximum 2 points Links to the Spanish start-up ecosystem so as to contribute in the attraction of potential DESAFIA candidates. Number and relevance of previous projects/alliances/collaborations. Maximum 2 points. <p><u>Assistant to the Manager:</u> (Máx. 8 points)</p> <ol style="list-style-type: none"> Coordination of incubation and acceleration programmes. To be valued: number and relevance of programmes related to agritech in Germany and international agritech ecosystems. Maximum 6 points Managing of direct or indirect investment fund operations for start-ups in different stages of growth: number, value and relevance. Maximum 2 points. 	
TOTAL	100

The elements of the proposals (other than price) will be scored as follows:

0% of allocated points	Not enough information	Technical proposal criteria: The response simply states that the bidder can meet some of the requirements set out, but has not provided any information or detail on how they will do so. Team criteria: No significant improvements beyond the minimum requirements
25% of allocated points	Almost adequate	Technical proposal criteria: The bidder has provided some information about how they propose to meet most of the requirements. There is serious doubt regarding their ability to consistently meet the full range of requirements. Team criteria: Almost adequated level of the above indicators (number, quality, diversity, etc.)
50% of allocated points	Adequate	Technical proposal criteria: The bidder has provided some information about how they propose to meet most of the requirements. There is some doubt regarding their ability to consistently meet the full range of requirements. Team criteria: Adequate level of the above indicators (number, quality, diversity, etc.)
75% of allocated points	Very Good	Technical proposal criteria: The bidder has provided detailed information covering all elements, detailing how they propose to meet all the requirements. This gives full confidence in their ability to consistently meet the full range of our requirements. Team criteria: Significant level of the above indicators (number, quality, diversity, etc.)
100% of allocated points	Excellent	Technical proposal criteria: The bidder meets the required standard in all respects and exceeds some or all the major requirements, which in turn leads to added value within the contract. Team criteria: Outstanding level of the above indicators (number, quality, diversity, etc.)

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.

IMPORTANT: The price contained in the Financial Proposal must ONLY be included in Document 3. Shall it be included in Documents 1 or 2, the offer would be excluded from the tender.

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 activities of similar scale undertaken in the last three (3) years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken.
- **Financial Solvency.** Bidders must prove an annual turnover of at least 170.000€ in the best of the last three (3) 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.
- **Documentation evidencing beneficial ownership** (projects financed by the Recovery, Transformation and Resilience Plan). In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.

In addition to this document, bidders must complete all requested data in Annex 2 and include the completed Annex 2 in Document 1.

Failure on the part of the tendering companies to submit the documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated will be grounds for exclusion from this procedure.

- 8.3. Document 2: Technical Proposal (PDF file).** The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes the technical proposal including improvements and team assigned to the project, along with an indication of each person's role and detailed CVs (using the anonymized CV template included in Annex 3). (In order to facilitate the understanding and assessing of the technical proposal, we suggest bidders to organize the proposal document following the structure of technical proposal criteria (7.1 II and III), notwithstanding that other issues of value will be included)
- 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 and taxes must be clearly described and separated. This proposal must be made according to the Annex 4.

Proposals exceeding the maximum available budget of 170.000 €, excluding taxes, will not be considered.

ICEX is a Spanish institution based in Spain for all purposes.

Travel expenses of the participating startups should not be included in the financial bid. Travel and accommodation expenses are assumed by the participating startups.

8.4.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic and Commercial Office of Spain in Düsseldorf, will send this briefing to different companies. The briefing will also be published on the [website of the Economic and Commercial Office of Spain in Düsseldorf](#).

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 11:59 p.m. on July 18th, 2025**. 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.** Final decision about the award will be notified properly and on time to the bidder that best fits the purposes of this Request for Proposal. The awarded company, upon notification, should submit the Annex 1 (Multiple Declaration of the Awardee of the Contract Financed by the PRTR) signed. If the first selected bidder does not submit the corresponding documentation within the established term or resigns, the contract may be awarded to the next bidder according to the order established by the Procurement Board.
- 9.8. Signing of the contract.** A contract between the awardee and OFECOMES Düsseldorf will be signed as soon as possible after the bidding process is over and a decision is made. The contract will expire after the execution of the immersion programme, once all the assessment reports delivered will be validated by ICEX.
- 9.9. Contact persons.** Questions related to this briefing might be addressed in written form until 23:59 on July 14th only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

10. PROCUREMENT BOARD

- 10.1.** Appointed members of the Procurement Board for purposes of this tender will be:

President	María Naranjo Crespo	Director of Food Industry.
Substitute	María Jesús Abellán	Head of Department for Agrifoodtech
Member	José María Blasco	Executive Director of Growth and Competitiveness
Substitute	Javier Muñoz	Member of Department for Growth and Competitiveness
Member	Pablo Calvo	Head of Department for Food Industry Spanish Economic & Commercial Office.
Substitute	Antonio Martínez	Head of Department in Spanish Economic&Commercial office.
Member	Manuel Uzcanga	Head of Department for Food Industry Spanish Economic & Commercial Office.
Substitute	Raúl Sáez Cabrera	Head of Department for Fashion Industry Spanish Economic&Commercial office.
Secretary	Pedro Patiño	Deputy Director of Procurement.
Substitute	Álvaro Redondo	Member of the Procurement Department

In Düsseldorf, on the signed date

**ICEX Board of Directors
By Delegation (Resolution of March 5th, 2025.
BOE nº67 [Official State Gazette] March 19th, 2025),**

**Manuel Ledesma Sánchez
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Düsseldorf**

This service/activity can be subject to European Union's financing through the Recovery and Resilience Facility (RRF)

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.

- d. **Supervision of the works.** ICEX and OFECOMES Düsseldorf will directly monitor the development of the project; for this purpose, the awardee must facilitate examination of any process or phases of the work to ICEX representatives assigned in each case.

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

Once the bidder has been selected, a contract will be signed between ICEX and the successful bidder. German substantive law shall apply to the content of this tender.

All disputes arising from the contract, including those concerning its validity, shall be settled by an arbitral tribunal in accordance with the Rules of the German Institution for Arbitration Jurisdiction (DIS Deutsche Institution für Schiedsgerichtbarkeit), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall also decide on the validity of this arbitration and conciliation clause, and in case of invalidity of the arbitration and conciliation clause para. 139 BGB shall not apply. The place of the arbitration proceedings shall be Düsseldorf and the language of the arbitration proceedings shall be German.

5. DATA PROTECTION

The parties hereby undertake to respect the current regulations on data protection (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC -General Data Protection Regulation-). 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

Recovery and Resilience Facility (RRF). This contract promoted by IDEX España Exportación e Inversiones E.P.E., responds to the priorities of Spanish and European economic policies aimed at promoting and internationalizing SMEs and strengthening the ecosystem of fast-growing companies, and contributes to the achievement of CID's objective 213, which is to reach at least 3.000 companies, 2.500 of which must be SMEs participating in internationalization support projects.

The contract is part of the investment project to strengthen the Spanish ecosystem of fast-growing companies (C13.I5). It is a support and assistance programme for fast-growing and high-potential companies, whose main challenges and objectives are the following:

- Main challenges: the Spanish entrepreneurial ecosystem is maturing, but it is still difficult to find companies that grow rapidly, and, above all, that reach a large size. Part of the problem lies in the capabilities of entrepreneurs, who must become true entrepreneurs, which requires different management skills and networks of contacts, many of which also transcend our borders (funders, clients, technology partners, etc.).
- Objectives: the objective is to build bridges globally and thus facilitate the growth of companies and entrepreneurs to contribute to the maturity of the Spanish entrepreneurial ecosystem, which is addressed through 3 lines of action:
- Specialized training and master classes to acquire the skills and contacts necessary for the growth of the company.
- Approach to world hubs of entrepreneurship and technology through the creation of a network of programs that facilitate the access of entrepreneurs to reference ecosystems in the world. Activities will be carried out in ecosystems of interest to Spanish companies through the establishment of a local service network and structure that will be made available to Spanish companies at each of the "DESAFIA" locations. "DESAFIA'S" are foreseen in San Francisco, Tel Aviv, London, The Hague, Singapore, Berlin, New York, etc. This is an estimate of possible locations and may vary as the program evolves.
- Community DESAFIA. A cornerstone of DESAFIA is to create and manage the alumni community so they benefit from business contacts and shared networks.

This contract is framed in the second of the lines of action: approach of Spanish companies to entrepreneurship hubs.

This contract is funded by the European Union Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094, of December 14, 2020, which establishes a European Union Recovery Instrument for support the recovery after the COVID-19 crisis, and regulated according to Regulation (EU) 2021/241 of the European Parliament and of the Council of February 12, 2021, which establishes the Recovery and Resilience Facility. As part of the obligations arising from the financing of this contract with the European Union Recovery and Resilience Facility, the successful bidder must validly sign the declaration contained in Annex 1 of this briefing, prior to signing the contract with ICEX.

Its financing is foreseen entirely from the credits of the service 50 "Recovery and Resilience Facility", from the budget of the Ministry of Industry, Commerce and Tourism through the corresponding capital transfers from the Secretary of State for Commerce to ICEX during the years 2022, 2023, 2024 and 2025.

This service/activity can be subject to European Union's financing through the Recovery and Resilience Facility (RRF)

ANNEX 1.

(To be completed, signed, and submitted only by the awardee upon notice that its proposal is the one that
best fits the purposes of this Request for Proposals.)

MUTIPLE DECLARATION OF THE AWARDEE OF THE CONTRACT FINANCED BY THE RECOVERY, TRANSFORMATION AND RESILIENCE PLAN,

Contract number **X027-07-2025**, the object of which is “**DESAFÍA Agritech Germany.**”

a) Declaration Form for the transfer and processing of data in relation to the implementation of actions for the Recovery, Transformation and Resilience Plan (PRTR).

Mr/Ms national ID/Passport
no., as Managing Director/Manager/ of the
entity with tax ID
no., and fiscal address
at participating
as a contractor in the execution of actions necessary to achieve the objectives defined in
Component 13 "Impulso a la PYME" declares they are aware of the applicable regulations, in
particular the following paragraphs of Article 22 of Regulation (EU) 2021/241 of the European
Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience
Mechanism:

1. Paragraph 2(d): "to collect, for the purpose of auditing and monitoring the use of funds in relation
to measures for implementing reforms and investment projects under the Recovery and Resilience
Plan, in a searchable electronic format and in a single database, the following standardized
categories of data:

- i. The name of the end recipient of the funds.
- ii. the name of the contractor and of the subcontractor, where the end recipient of the funds
is a contracting authority in accordance with Union or national public procurement law.
- iii. the names and dates of birth of the beneficial owners of the recipient of the funds or of
the contractor, as defined in Article 3(6) of Directive (EU) 2015/849 of the European
Parliament and of the Council (26).
- iv. a list of measures for implementing reforms and investment projects under the Recovery
and Resilience Plan, together with the total amount of public funding for these measures
and indicating the amount of funds disbursed under the Facility and other Union funds".

2. Paragraph 3: "The personal data referred to in Paragraph 2(d) of this Article shall be processed
by the Member States and by the Commission only for the purposes and for the duration of the
relevant discharge audit and control procedures relating to the use of funds in connection with the
implementation of the agreements referred to in Articles 15(2) and 23(1). As part of the
Commission's discharge procedure, in accordance with Article 319 of the TFEU, the Facility shall
be subject to reporting within the framework of the integrated financial and accountability reporting
referred to in Article 247 of the Financial Regulation and, in particular, separately in the annual
management and performance report".

In accordance with the aforementioned legal framework, the above party agrees to the transfer and processing of the data for the purposes expressly stated in the aforementioned articles.

b) Declaration of Commitment in relation to the implementation of actions under the Recovery, Transformation and Resilience Plan (PRTR).

The undersigned, as contractor, **declares the commitment** of the person/entity it represents to the highest standards in relation to compliance with legal, ethical and moral rules, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest, reporting any non-compliance observed to the appropriate authorities.

In addition, in accordance with the content of the PRTR, it undertakes to respect the principles of the circular economy and to avoid significant negative impacts on the environment ("do no significant harm") in executing the actions carried out within the framework of this Plan, as well as the cross-cutting principles established in the PRTR that may affect the subject matter of the contract.

c) Declaration of Commitment in relation to proof of inscription fiscal registry or similar.

The undersigned declares his commitment, when required by the contracting administration, to proof the inscription in the Registry of Companies, Professionals and Withholders of the Tax Administration Service which applies to him.

If there are subcontractors, he or she must also provide the multiple declarations of those subcontractors affected by the contract.

d) Declaration of Commitment in the obligation of the use of EU logos by contractor, according to art.9.3.b) of HFP 1030/2021.

e) Declaration of acceptance of the transfer of data between the Public Administrations involved.

The undersigned undertakes to accept the transfer of data between the Public Administrations involved in order to comply with the provisions of the European regulations that apply and in accordance with the Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights.

(Provide name of subcontractors, if applicable)

....., XX 202X

Signature:

Role:

This service/activity can be subject to European Union's financing through the Recovery and Resilience Facility (RRF).

ANNEX 2 (to be included in DOCUMENT 1).

REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP.

Contract number **X027-07-2025**, the object of which is “**DESAFÍA Agritech Germany**”.

Competing Company Name: XXXXXXXX
Headquarters (EU/non EU): XXXXXXXX
Tax Identification Number (TIN=CA BN/TAN): XXXXXXXX
Country of location: XXXXXXXXXX
Incorporation Date: XXXXXXXXXX
City: XXXXXXXXXX
Zip Code: XXXXXXXXXX

Within the framework of protecting the European Union's financial interests, and in particular Article 22 of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Mechanism, the European Commission requires that the beneficial owners of the contracting or beneficiary companies under the Recovery, Transformation and Resilience Plan are identified, as defined in Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council.

As the information on beneficial ownership is not available in the databases held by the Spanish authorities that are being used for this purpose, it is necessary to request it directly from the competing companies.

As a **minimum**, the information to be collected on **beneficial ownership*** shall include the following **details** of the natural person who is the beneficial owner of the competing company:

- a) Identification number (Tax ID (**SSN**) or Passport): XXXXX
- b) Country that has issued the identification number: XXXXXX
- c) Forename/First Name: XXXXXX
- d) Surname/Last Name: XXXXXX
- e) Second Last Name (if any): XXXXXXX
- f) Date of birth (**DD/MM/YY**): XXXXXXX
- g) Address: XXXXXXX
- h) City-Country: XXXXXX
- i) Zip Code: XXXXXXX

For this reason, we kindly ask you to send this Annex included in the Document 1 of your Proposal. In order to ensure the reliability of the data submitted and as required by the European Commission, we would be grateful if you could provide this information, also in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.

*A beneficial owner is the natural person who ultimately controls a company or legal entity, or in whose interest a transaction or economic activity is carried out. In other words, is the person who hold control over an entity or has an economic interest in it.

According to the regulations for the prevention of money laundering, Spanish Law 10/2020, all natural persons who meet any of the following criteria are considered to be beneficial owners of an entity:

- Directly or indirectly owning more than 25% of the share capital or voting rights of the entity.
- To exercise effective control of the entity by other means, such as direct or indirect control of management or decision-making.
- Being the beneficial owner of the entity or of the economic transaction carried out.

Signer's Name:

Charge:

Date:

Sign: _____

ANNEX 3 (to be included in DOCUMENT 2).

TEAM CV ANONYMIZED.

(An editable Excel document with the table below has been published on the website of the Economic and Commercial Office of Spain in Düsseldorf so that bidders can complete it and include it in their proposals.)

DESAFIA AGRIFOODTECH GERMANY

Professional profile and background of the designated staff

Project Manager	Start date	End date	Description of the position
Experience 1	DD/MM/YYYY	DD/MM/YYYY	
Experience 2	DD/MM/YYYY	DD/MM/YYYY	
Experience 3	DD/MM/YYYY	DD/MM/YYYY	
Etc.	DD/MM/YYYY	DD/MM/YYYY	
Programme Manager	Start date	End date	Description of the position
Experience 1	DD/MM/YYYY	DD/MM/YYYY	
Experience 2	DD/MM/YYYY	DD/MM/YYYY	
Experience 3	DD/MM/YYYY	DD/MM/YYYY	
Etc.	DD/MM/YYYY	DD/MM/YYYY	
Other members (only if necessary)	Start date	End date	Description of the position
Experience 1	DD/MM/YYYY	DD/MM/YYYY	
Experience 2	DD/MM/YYYY	DD/MM/YYYY	
Experience 3	DD/MM/YYYY	DD/MM/YYYY	
Etc.	DD/MM/YYYY	DD/MM/YYYY	

ANNEX 4 (to be included in DOCUMENT 3).

ECONOMIC PROPOSAL.

(An editable Excel document with the table below has been published on the website of the Economic and Commercial Office of Spain in Düsseldorf so that bidders can complete it and include it in their proposals.)

DESAFIA AGRIFOODTECH GERMANY
Economic Proposal

ACTIVITIES . Budget: Maximum 170.000 EUR	Economical proposal excluding taxes	Economical proposal including taxes
Previous work (scouting and evaluation phase)		
Pre-immersion phase		
Immersion phase		
Alumni phase		
TOTAL	0 €	0 €

ANNEX A.

Example of an Excel template for the evaluation of the applications

(Only for informative purposes in order to elaborate the proposals).

(An editable Excel document with the Annex A has been published on the website of the Economic and Commercial Office of Spain in Düsseldorf so that bidders can observe it in order to elaborate their proposals.)