



ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
 SPANISH ECONOMIC & COMMERCIAL OFFICE IN
 RIYADH
 Mizan Building, 4th floor, Olaya Street
 Riyadh 11693
 P.O.Box 94347
 E-mail: Riad@comercio.mineco.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 10th of May 2026
17:00 Saudi Time

Who is contracting	ICEX España Exportación e Inversiones, E.P.E. (ICEX), represented by the Spanish Economic & Commercial Office in Riyadh
Contract number	X064-01-2026
Proposal's request	Seeking to engage a market research and consulting company to conduct research into the livestock genetics and animal welfare sectors in the Kingdom of Saudi Arabia.
Timings and dates	From date of signature until 14 th of June 2026. No extensions
Max. budget	18,030 USD (eighteen thousand and thirty US dollars), excluding taxes
Qualifying prerequisites	<p>- Technical solvency: The company must have a strong and proven track record in market studies and/or analysis in livestock genetics, agri-food or related sectors, preferably on the ovine, caprine and bovine sector within the Gulf Cooperation Council (GCC). Evidence of the company's technical capability shall be provided in the form of details of similar projects undertaken in the last 3 years in the Kingdom of Saudi Arabia (KSA) or the Gulf Cooperation Council (GCC).</p> <p>- Financial solvency: Bidders must prove an annual turnover of more than 65,800 SAR in the best of the last three years.</p> <p>- Team requirements: The company must demonstrate that they have the necessary resources to successfully carry out the study described in this report. To enable an effective assessment of their capacity to undertake the tasks, the company or professional must detail all the technical resources that will be deployed and specify the member(s) of the core team responsible for the project. Three staff members and a designated primary contact person for the research project for which you present an offer. For more information, please refer to point 6.3 of this tender.</p>
Points to be assigned based on evaluation of proposals	Price (max. 30 points), Technical (max. 70 points)
Documents to be submitted separately, which together are the proposal	<p>- The proposal:</p> <p>Consists of three separate submissions that together represent the proposal. Each individual submission needs to be emailed to the following address: tenders@icex.es by 10/05/2026 17:00 Saudi Time.</p> <p>All files should not exceed 6MB in size if sent as attachments. For larger files please use a file transfer service.</p> <p>- The three submissions:</p> <ol style="list-style-type: none"> 1. Documentation demonstrating qualifying prerequisites, administrative

	requisites and Team Requirements (Excel file). 2. Technical offer (the work proposal / scope of work) 3. Economic offer (price)
Contact for questions	Only written questions by email before 07/05/2026 10:00 Saudi Time to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereafter referred to as 'ICEX'), represented by the Economic & Commercial Office of Spain in Riyadh, invites companies to submit proposals for conducting market research into livestock genetics for ovine, caprine and bovine sectors in the Kingdom of Saudi Arabia.

ICEX (www.icex.es) is a Spanish public organisation, established in 1982, whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is part of the Ministry of Economy, Commerce and Business of the Government of Spain (www.mineco.gob.es), whose international economic policy it implements. However, ICEX is not part of the State administration and has a degree of budgetary and operational autonomy. For the fulfilment of its mission, ICEX has a network of professionals specialised in foreign trade. These professionals work at the ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices located in different Spanish cities, and at nearly 100 Economic & Commercial Offices located in Spanish embassies and consulates around the world.

1. PROJECT DESCRIPTION

BACKGROUND

According to data from the Spanish [Ministry of Agriculture, Fisheries and Food](#), the sheep and goat sector represents around 10% of Spain's Final Livestock Production, considering both the meat and dairy subsectors. With a sheep population that in recent years has remained at around 14 million head, Spain ranks first in the European Union and second in goat livestock numbers, with approximately 2.5 million animals, just behind Greece. Spain's total cattle population reaches around 6.5 million head, housed in approximately 110,000 cattle production holdings (Livestock Surveys, SITRAN).

[The Official Catalogue of Livestock Breeds of Spain](#) contains the official list and classification of all livestock breeds recognized and used in Spain due to their economic, zootechnical, productive, cultural, environmental, or social importance, and which are intended to be included in a breeding program.

Animal genetics plays a crucial role in improving livestock breeding programs, contributing to enhanced productivity, disease resistance, and overall animal health. Spain has become a global leader in animal genetics, particularly in the cattle sectors, thanks to its cutting-edge research in biotechnology and genetic improvements. The country is highly regarded for its ability to produce high-quality genetic material, including semen, embryos, and live animals, which is in demand across international markets.

Spain has invested heavily in genetic research, which has positioned the country at the forefront of animal biotechnology. Key areas of innovation include:

- CRISPR-Cas9 Genetic Editing
- Genomic Selection and Marker-Assisted Selection (MAS)

- Big Data and Precision Genomics
- Reproductive Biotechnology
- Omics Technologies (Proteomics, Metabolomics)
- Artificial Intelligence and Machine Learning
- Genetic Vaccines

Spain has established itself as a significant player in global animal genetics, particularly in the cattle industries. The country exports genetic material, such as semen, embryos, and live animals, to a variety of international markets. These exports are valued for their potential to improve the productivity and quality of livestock in other nations.

Moreover, animal genetics has become a key tool in promoting sustainability within the livestock sector. By improving the genetic makeup of animals, Spain's research efforts help produce animals that are more efficient, resilient, and environmentally friendly.

RESEARCH OBJECTIVES

One of the key missions of the Riyadh Office, as the representative of ICEX in the Kingdom of Saudi Arabia, is to promote Spain's agri-tech sectors within the Saudi market. To achieve this goal, the Office annually plans, defines, implements, and monitors a comprehensive and diverse range of activities, all coordinated with ICEX's head office in Spain.

Each year's program features a variety of initiatives across both communications and promotional fields. These activities are carefully pre-designed and tailored based on in-depth knowledge of Saudi Arabia's agri-tech sectors. This approach ensures that not only are the opportunities, characteristics, challenges, and current trends in the Saudi market considered, but also the strategies being deployed by competing countries whose products vie with Spanish offerings in the Kingdom.

Given these requirements, it is essential for the Office to secure the support and expert advice of specialised consulting companies with a thorough understanding of the market and its evolving trends. Such companies can provide targeted recommendations and actionable guidelines to inform and shape ICEX's strategy in Saudi Arabia.

In line with the above, we are seeking to engage a market research and consulting company to conduct research in the fields of livestock genetics (ovine, caprine and bovine) in the Kingdom of Saudi Arabia, according to the specifications outlined in this brief.

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

ICEX, has identified animal genetics, and animal welfare as priority sectors for the Spanish industry, reflecting Spain's technological strengths and best practices in these areas.

The Kingdom of Saudi Arabia is a key target market for Spain. To deepen its understanding and identify opportunities, ICEX aim to engage a consulting company to conduct a comprehensive market study. This study will analyse the current state of the Saudi sector, pinpointing its priorities, challenges, and medium-term needs. It will also explore ways in which Spain can act as a strategic partner to help meet these needs, capitalising on the strengths of the Spanish industry.

The Spanish industry is particularly interested in an analysis of Saudi regulations and policies related to sustainability and animal welfare in livestock farming (ovine, caprine and bovine), as

well as biosecurity measures and the latest technological trends—such as artificial intelligence, robotics, and drones—across these sectors.

Additionally, the study should evaluate Saudi Arabia's leading technology and service providers, their technological requirements, and the sector's readiness to adopt new innovations.

Scope of the Study

The objective of this market study is to obtain a comprehensive understanding of the current status of Saudi Arabia's livestock sector—specifically sheep, goats, and cattle. The study should clearly identify the origin of the animals (locally bred, imported, or produced through crossbreeding programs), the presence and extent of genetic-improvement initiatives, and whether the sector relies on live-animal imports or on the importation of genetic material such as semen or embryos. Additionally, the study should assess the existence of government programs aimed at breed improvement, including strategies based on the importation of animals or genetic material. The study must also map the regulatory requirements for importing livestock or semen/embryo samples, identify the most relevant industry stakeholders and livestock fairs, and outline potential market opportunities. Ultimately, the study should evaluate business and collaboration opportunities in genetic-improvement programs between Spanish companies and institutions and their counterparts in Saudi Arabia for these species.

The study should include, but not be limited to, the following components/index:

1. **Executive Summary:** Overview of key findings, main opportunities for Saudi Arabia-Spain collaboration, summary of the regulatory and technological landscape, purpose, methodology, and sources.
2. **Saudi Arabia Sector Information:** Current market landscape, including size, growth trends, key species, production systems, technologies, regional data, and infrastructure. Analysis of specific subsectors or value chain stages. → It is particularly important to identify the main cattle trade fairs, as well as the cattle breeds that exist in the country or are in demand.
3. **Ecosystem:** Identification of major companies, universities, research centres, government bodies, and tech centres. An ecosystem map or stakeholder diagram is encouraged.
4. **Research, Development and Innovation Landscape:** Analysis of the local innovation ecosystem (funding, R&D, partnerships), adoption of technology, sector readiness, and barriers to adoption. The section should also include a detailed examination of breeding and genetic improvement programmes, highlighting their strategic importance in enhancing productivity, resilience, and sustainability across livestock and systems. Particular emphasis should be placed on the role of genetic research, advanced reproductive technologies, and selective breeding initiatives, as these constitute key drivers of long-term competitiveness and are essential for aligning national production systems with international best practices.
5. **Regulation:** Regulatory environment, opportunities and changes affecting the sector, trade barriers, and comparison of standards regarding quality and sustainability. → It is particularly important to understand the regulations for importing into the country regarding diseases, health certifications, vaccinations, or tests that animals or semen/embryo samples must comply with in order to pass customs.
6. **SWOT Analysis:** Comparative SWOT analysis of the Spanish and the local sector, highlighting complementary strengths and opportunities for collaboration.

7. **Opportunities for Saudi Arabia-Spain Collaboration:** Potential partnership models, such as R&D, technology transfer, and joint ventures.
8. **Conclusions / Recommendations / Appendices:** Summary of findings, actionable recommendations, and supplementary materials.

The study should maintain an unbiased perspective, clearly indicating how and in which specific areas Spain and the Kingdom of Saudi Arabia can collaborate and become strategic partners, both from an institutional and entrepreneurial point of view.

The deliverable shall consist of one or several electronic documents that include the full content structured according to the table of contents proposed by the contractor, together with the list of sources used for the preparation of the study. Any data included in the deliverable must be provided in an accessible and user-friendly format (such as spreadsheets or other commonly readable electronic formats). All deliverables must be submitted no later than the final date established in Section 3.1 ('Term'), and no extensions will be granted.

REPORTING

The agency must produce a **final report** on the project in Spanish or English.

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

3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1. **Term.** The described services in the contract will run from the date the agreement is signed by both parties until 14th June 2026. There will be no extensions to the contract.
- 3.2. **Timeline of deliverables.** The contracting party shall submit a first draft by 27th May, which must include at least Sections 2 and 3 of the agreed index (see above). The final document, incorporating all required sections, revisions, and supporting data, shall be delivered no later than 7 June. No delays or extensions will be accepted.

4. BUDGET

- 4.1. **Maximum Budget (all tax excluded):** the total maximum budget for the project will be 18,030 USD (eighteen thousand and thirty US dollars). Bids will be made in USD, **excluding taxes**. However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any. Under no circumstances can the budget be exceeded.

Services provided by Kingdom of Saudi Arabia-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 the Kingdom of Saudi Arabia VAT.

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

5. PAYMENTS AND INVOICES

- 5.1. Contract Amount.** Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in Riyadh.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is USD
- 5.3. Payments to offshore accounts.** Payments to bank accounts of the company located offshore, if any, will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder.
- 5.4. Payment schedule.** ICEX will ensure that 50% of the payment one week after the first deliverable. The other 50% will be paid once the project has been executed with conformity and the final report has been submitted, no later than 24/6/2026.
- 5.5. Invoice details.** All the invoices should be addressed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Number: ES-Q2891001F

And must be sent electronically to Riad@comercio.mineco.es.

ICEX's VAT exemption number, Q2891001F, must be quoted on all invoices.

The company invoices will contain the following elements:

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

6. REQUIREMENTS

- 6.1 Technical solvency requirements.** The company must have a strong and proven track record in market studies and/or analysis in livestock genetics, agri-food or related sectors, preferably on the ovine, caprine and bovine sector within the Gulf Cooperation Council (GCC). Evidence of the company's technical capability shall be provided in the form of details of similar projects undertaken in the last 3 years in the Kingdom of Saudi Arabia (KSA) or the Gulf Cooperation Council (GCC).
- 6.2 Financial Solvency.** Bidders must prove an annual turnover of more than 65,800 SAR in the best of the last three years.

6.3 Team requirements. The company must demonstrate that it possesses the resources necessary for the successful development of the study described in this briefing. To enable an effective evaluation of the capacity to undertake the tasks, the company must detail all technical resources to be deployed and state the names of the core team that is responsible for the project.

The requirements set out below regarding staffing are **mandatory**. Companies that do not present in their offer a team that meets all the requirements, will be excluded.

The role of each team member assigned to the project must be **clearly** specified in the company proposal. In addition, their **detailed** CVs must be included in the proposal (see annex III).

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.

It is expected that all key team members assigned by the company to the contract have specific knowledge of and professional expertise in the fields of the study, are fluent in spoken and written English, and will remain as part of the team for the duration of the contract period.

The team must consist of a minimum of three different members, with each member fulfilling one of the following roles only:

- **Project Manager:** Senior company member exclusively responsible for the planning, organisation, and overall implementation of the project. This person should have a minimum of 3 years - within the last 6 years - of verifiable experience in the sectors of the study in Saudi Arabia.
- **Senior Consultant:** Senior company member with a background in statistics and data analysis and proven ability in sample choice and data exploitation. This person should have a minimum of 3 years - within the last 6 years - of verifiable experience in statistics and data analysis.
- **Assistant Project Manager:** Designated team member, with a minimum of 2 years' experience, exclusively responsible for all reporting to ensure compliance on a timely basis with ICEX's requirements.

The company 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 Economic and Commercial Office in Riyadh.

The company will notify the Economic and Commercial Office in Riyadh of any changes to the team that may have an impact on the development of the project. Any member leaving the team will have to be replaced with a person that meets the requirements of this briefing.

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

6.4 Assignment. The assignment of the contract to a third party is not allowed.

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA	Scores (Max.)
I. Price competitiveness of the tender	30
<p>The company with the lowest total budget (excluding taxes) will receive the highest score, and the rest will obtain the proportional score:</p> <ul style="list-style-type: none"> - Most economical offer receives maximum score. - Rest of the offers will have the following formula applied: <i>points per offer = (price of the most economical offer / price of each offer) x maximum score (30)</i>. <p>Financial Proposals that exceed the maximum available contract budget will not be considered.</p>	30
II. Technical Proposal	70
<p>ICEX will award a maximum of 70 (seventy) points to the quality of the proposal.</p> <p>ICEX will assess the quality of the proposal and the extent to which it effectively meets the project's aims. They will also evaluate the quality, viability and scope of the specific initiatives proposed, as well as the methods by which the set objectives will be achieved. ICEx will award points to each of these elements as follows:</p> <ul style="list-style-type: none"> - Degree to which the proposed project timeline is realistic, clear and includes all the elements needed to successfully reach the goals. (Max. 20 points) 20 - Quality in the proposed methodology, databases and quantitative analysis to be conducted. (Max. 20 points) 20 - Originality of the proposed design for the report, with the incorporation of infographics and graphic elements that contribute to a better understanding of the study. (Max. 15 points) 15 - Elements of the proposal that involve notable innovations or improvements in terms of the project concept or implementation, thus allowing the objectives of the market report to be more effectively achieved. (Max.15 points) 15 <p>Technical Proposals that do not receive at least 35 points for component III will automatically be excluded.</p>	
TOTAL	100

The elements of the Technical Proposal will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements and Team; Technical Proposal, and Financial Proposal)**, as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

8.2. Document 1: Administrative Requirements (PDF file) and CVs of the team. 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 projects and/or studies of similar scale undertaken in the last 3 years.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 65.800 SAR in the best of the last three years.
- **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 Saudi Arabia, the company can satisfy this requirement by providing the Beneficial Ownership Declaration (الحقيقي المستفيد عن الإفصاح نموذج), by the Ministry of Commerce.

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

Failure on the part of the tendering companies to submit 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

All competing companies must present also the role of each team member assigned to this project according to the table in **Annex III**, together with their **curriculum vitae**.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal must not contain any reference to price and must not exceed 15 pages. Tenderers must submit a detailed technical proposal that meets all the requirements set out in section 2 ("What we require") and all the evaluation criteria set out in section 7.1. II.:

- proposed project timeline
- proposed methodology, databases and quantitative analysis
- proposed design
- notable innovations or improvements

8.4. Document 3: Economic proposal (MS Excel file). All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity. The Agency must present the budget clearly according to table in **Annex II**.

8.4.1. Taxes. ICEX will evaluate the Economic Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes – if any – are clearly separated.

8.4.2. Currency. The proposal will be drafted in **US dollars (USD)**

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Riyadh, will send this briefing to a minimum of 3 companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Riyadh.

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 10/05/2026 17:00 Saudi Time. 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 6MB 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. Cancellation of the tender. ICEX reserves the right to cancel this tender at any time prior to the official award decision, without incurring any liability or obligation to compensate any of the participating parties.

9.2.4. Language. The proposal will be drafted and presented in English or Spanish.

9.2.5. 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.** Companies that meet the administrative requirements outlined in this brief may be invited by ICEX to provide written clarification of specific aspects of their technical or financial proposals.
- 9.5. Compliance of proposals.** 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 and Team) 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 (Economic Proposal) will be opened, assessed and evaluated.
- 9.7. Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.
- 9.8. Contact persons.** Questions related to this briefing might be addressed in written form until 10/05/2026 10:00 Saudi Time only via the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

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

**David Martinez Hornillos
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Riyadh**

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 awarded company will be fully responsible for the technical quality of all work and services performed under this contract. It shall also bear responsibility for any consequences—whether affecting ICEX or third parties—resulting from errors, omissions, the use of inappropriate methods, or the drawing of incorrect conclusions during contract execution. Specifically, the awarded company 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 awarded 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 awarded company 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 awarded 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 awarded company is required to uphold professional confidentiality regarding all information and documentation provided by ICEX for the execution of contracted services. This obligation remains valid both during and after the completion of the contract activities and shall persist until such information enters the public domain or otherwise loses its confidential status through legitimate means. However, this confidentiality clause does not apply to information that is: (i) already in the public domain, (ii) previously known to the receiving party, or (iii) disclosed as required by a court order or under legal obligation.
- i. The awarded 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 awarded 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 awarded 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 awarded company for any liability that might be applicable.

3. CANCELLATIONS

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the awarded 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 awarded company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.
 - ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.
 - iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

5. DATA PROTECTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used will be Spanish.

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose to manage the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

Recovery and Resilience Facility (RRF). The present file, promoted by ICEX Spain Trade and Investment, E.P.E. ("ICEX"), aligns with the priorities of national and European economic policies aimed at revitalizing and modernizing the productive fabric. It is part of the Recovery, Transformation and Resilience Plan (PRTR), financed by the European Union through the Next Generation EU Fund.

The modification of the PRTR through the DANA Addendum, approved by the Council of Ministers by Resolution of September 16th, 2025, and published in the Official State Gazette (BOE) on September 17th, 2025, is not merely a support measure for recovery and resilience in response to natural disasters. It represents a commitment to revitalizing and modernizing the productive fabric, while strengthening the country's capacity to respond to increasingly frequent external shocks, whether natural disasters linked to climate change or economic disruptions arising from international circumstances, such as sudden changes in tariff policies.

The Council Implementing Decision amending the Implementing Decision of 13 July 2021 concerning the approval of the assessment of Spain's Recovery and Resilience Plan, adopted at the Economic and Financial Affairs Council of the European Union on 10 October 2025, approves the addendum to the Recovery, Transformation and Resilience Plan. This addendum includes a new Component 32 ('Support for recovery and resilience in response to natural disasters'), whose Investment 5 is dedicated to support programmes for the

internationalisation of companies located in territories affected by the DANA and to address the tariff crisis.

Within the DANA Addendum, the Recovery, Transformation and Resilience Plan includes, among other initiatives, the strategic program “Business Internationalization Programs,” linked to ICEX Spain Trade and Investment’s area of competence. The actions under this new component contribute to four of the six pillars of the Recovery and Resilience Facility:

1. A decisive contribution to the green transition
2. Support for the digital transformation of society
3. Promotion of smart, sustainable, and inclusive growth
4. Strengthening of social and territorial cohesion

The new component will finance, with Next Generation EU funds, a series of investments that can be executed before mid-2026, the deadline for the implementation of the Recovery, Transformation and Resilience Plan.

This procurement file is financed by the European Union’s Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094 of December 14 and Regulation (EU) 2021/241 of February 12, 2021, of the European Parliament and the Council, which regulate and approve the European Union Recovery Instrument to support recovery following the COVID-19 crisis, and the Recovery and Resilience Facility (RRF). Specifically, this action falls under Component 32 related to Support for Recovery and Resilience in response to natural disasters, and within it, Investment 05 on the evaluation of support programs for the internationalization of companies in territories affected by the DANA and to address the tariff crisis.

Its financing is expected to be fully covered by appropriations from service 50 “Recovery and Resilience Facility,” under the budget of the Ministry of Economy, Trade and Enterprise through corresponding capital transfers from the State Secretariat for Trade to ICEX during fiscal years 2025 and the first half of 2026.