



**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.**  
 TRADE COMMISSION OF SPAIN IN BEIJING  
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 Chaoyang District 100020 Beijing, P.R. China

E-mail: [tenders@icex.es](mailto:tenders@icex.es)

Date: 26th January 2026

## REQUEST FOR PROPOSALS

**Submission:** [tenders@icex.es](mailto:tenders@icex.es)  
**Closing:** 26<sup>th</sup> January 2026 9:00 CET

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Beijing
Contract number	X159-12-2025
Proposal's request	Seeking to engage with market research and consulting companies to conduct research. -Lot N1. Market study in the aquaculture sector in the People's Republic of China -Lot N2. Market study in the livestock genetics sector in the People's Republic of China
Timing, dates and number possible of renewals	From date of signature until 31st May 2026. No extensions
Max. budget for contract excluding renewals	EURO 37.300 (thirty-seven thousand three hundred euros), <b>tax excluded</b>
Contract value including renewals	37.300€ (thirty-seven thousand three hundred euros) (18.650 (eighteen thousand six hundred fifty) EURO for each market study), <b>tax excluded</b>
Qualifying prerequisites	<ul style="list-style-type: none"> <li>• Lot N1. Market study in the aquaculture sector             <ul style="list-style-type: none"> <li>- <b>Financial solvency:</b> financial accounts for the best of the last three years and minimum of 27.975 EURO.</li> <li>- <b>Technical solvency:</b> proven track record in the research of the aquaculture sector.</li> <li>- <b>Team requirements:</b> a minimum of three staff members and a designate primary contact person</li> </ul> </li> <li>• Lot N2. Market study in the livestock genetics sector             <ul style="list-style-type: none"> <li>- <b>Financial solvency:</b> financial accounts for the best of the last three years and minimum of 27.975 EURO.</li> <li>- <b>Technical solvency:</b> proven track record in the research of the livestock genetics sectors.</li> <li>- <b>Team requirements:</b> a minimum of three staff members and a designate primary contact person</li> </ul> </li> </ul>
Points to be assigned based on evaluation of your proposal	Price (max. 30 points), Technical (max. 70 points)
Documents to be submitted separately, which together are the proposal	- <b>The proposal for each market study:</b> Consists of <b>three separate submissions</b> that all together represent the proposal. Each individual submission needs to be emailed to this address only: <a href="mailto:tenders@icex.es">tenders@icex.es</a> by <b>26<sup>th</sup> January 2026 9:00 CET</b> . All files should not exceed 4MB in size if sent as attachment. For larger files please use a file

	<p>transfer service.</p> <p>- <b>The three submissions:</b></p> <ol style="list-style-type: none"> <li>1. Documentation demonstrating qualifying prerequisites, and administrative requisites.</li> <li>2. Technical offer (the work proposal / scope of work)</li> <li>3. Financial offer (price)</li> </ol> <p>If a company wants to make a proposal for the two market studies it has to submit three separate submissions for each market study.</p>
Contact for questions	Only written questions by email before 16 <sup>th</sup> of January 2026 9:00 CET to <a href="mailto:tenders@icex.es">tenders@icex.es</a>

**ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX)**, represented by the Economic & Commercial Office of Spain in Beijing, invites companies to submit their proposals for a market research into the aquaculture, livestock genetics and animal welfare of the People's Republic of China.

**ICEX** ([www.icex.es](http://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](http://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 at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

## **1. PROJECT DESCRIPTION**

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### **BACKGROUND**

Large-scale aquaculture has only really taken off in Spain in recent decades. The introduction of new technologies has now made fish farming a real alternative to conventional capture fishing. It also provides a way of counterbalancing the alarming decline in fish stocks while meeting domestic and international demand.

Aquaculture in Spain is a significant industry, particularly for molluscs like mussels, clams, and oysters, which account for over 80% of the total aquaculture production. Spain is the second

largest producer of mussels worldwide, after China. The industry is diverse, including both marine and freshwater aquaculture, with a large number of facilities spread across the country.

It is a sustainable industry that takes special care of the natural environment in which it takes place and is made up of competitive companies using traditional knowledge alongside the most advanced technology. Their products account for about one third of Spanish seafood production, guaranteeing the presence of many species on our tables and assuring maximum quality and freshness.

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 pig and 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 pork and 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.

For further information on the aquaculture and livestock genetics in Spain, please see Annexes III and IV attached.

## **RESEARCH OBJECTIVES**

One of the key missions of the Beijing Office, as the representative of ICEX in the People's Republic of China, is to promote Spain's agri-tech sectors within the China 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 China's agrifood sector. This approach ensures that not only are the opportunities, characteristics, challenges, and current trends in the China market considered, but also the strategies being deployed by competing countries whose products vie with Spanish offerings in China.

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 China.

In line with the above, we are seeking to engage a market research and consulting company to conduct research in the fields of aquaculture, livestock genetics, and animal welfare in the People's Republic of China, according to the specifications outlined in this brief.

Spain has signed bilateral protocols with China on avian genetics in 2016, which allows the export of breeding stock and hatching eggs from chickens, ducks, geese, and other birds. Spain has also a bilateral protocol for the export of equines and live horses signed in 2017. Spain and China are at an advanced stage in the negotiation of a protocol for aquaculture products. The market study should not only focus on the products that can already be exported from Spain to China, but also on other subsectors where Spain has a particular strength and China a demand.

## **2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE**

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ICEX, in collaboration with the Ministry of Agriculture (MAPA), has identified aquaculture, animal genetics, and animal welfare as priority sectors for the Spanish industry, reflecting Spain's technological strengths and best practices in these areas.

The People's Republic of China is a key target market for Spain. To deepen its understanding and identify opportunities, ICEX and MAPA aim to engage with one or several consulting companies to conduct two comprehensive market studies: One market study in aquaculture and one market study in genetics, including in each of them an analysis of animal welfare.

These studies will analyse the current state of the China 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 China regulations and policies related to sustainability and animal welfare in aquaculture and livestock farming, as well as biosecurity measures and the latest technological trends—such as artificial intelligence, robotics, and drones—across these sectors.

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

The studies should also assess if there are other countries that are already successfully cooperating with Chinese companies in these sectors and if there are lessons to be learned from this cooperation that can be extrapolated to possible China-Spain cooperations.

### **Scope of each of the two market studies (Lots 1 & 2)**

The studies should include, but not be limited to, the following components:

- **Executive Summary:**

Overview of key findings, main opportunities for China-Spain collaboration, summary of the regulatory and technological landscape, purpose, methodology, and sources.

- **China 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.
- **Ecosystem:**  
Identification of major companies, universities, research centres, government bodies, and tech centres. An ecosystem map or stakeholder diagram is encouraged.
- **Research, Development and Innovation Landscape:**  
Analysis of the local innovation ecosystem (funding, R&D, partnerships), adoption of technology, sector readiness, and barriers to adoption.
- **Regulation:**  
Regulatory environment, opportunities and changes affecting the sector, trade barriers, and comparison of standards regarding quality and sustainability.
- **SWOT Analysis:**  
Comparative SWOT analysis of the Spanish and the local sector, highlighting complementary strengths and opportunities for collaboration.
- **Opportunities for China-Spain Collaboration:**  
Potential partnership models, such as R&D, technology transfer, and joint ventures.
- **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 China can collaborate and become strategic partners.

COMPANIES CAN MAKE AN OFFER FOR EITHER ONE OR BOTH THE MARKET STUDIES.

### **3. TERM AND EXTENSION OF THE AGREEMENT (Lots 1 & 2)**

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- 3.1. Term.** The described services in the contract will run from the date the agreement is signed by both parties until 31<sup>st</sup> May 2026.
- 3.2. Extension.** No extensions.

### **4. BUDGET**

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- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be 37.300 (thirty-seven thousand three hundred) EURO. Bids will be made in EURO **excluding taxes.**

The maximum budget allowed for each of the lots are as follows:

- LOT N.1.- Maximum available budget: 18.650€ (excluding taxes).
- LOT N.2.- Maximum available budget: 18.650€ (excluding taxes).

Under no circumstances can the budget for each lot be exceeded.

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

**4.2. Estimated contract value:** The estimated total contract for each market study includes the value of the contract and the value of its possible extensions of its modifications, excluding any applicable taxes. According to the latter, the total estimated total contract value of each contract is of a maximum of 18.650 (eighteen thousand six hundred fifty) EURO excluding taxes, which includes the following maximum amounts:

- Each contract for each market study: 18.650 (eighteen thousand six hundred fifty) EURO

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

## 5. PAYMENTS AND INVOICES

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**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 Beijing.

**5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is **EURO**. Any currency exchange costs will be borne by the bidder.

**5.3. Payments to offshore accounts.** Payments to bank accounts of the company located offshore will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder.

**5.4. Payment schedule.** ICEX will ensure that half the payment of the contract is made before the 15<sup>th</sup> of March 2026 once the first draft of the study has been submitted. The other half of the total amount will be paid once the project has been executed with conformity and the final report has been submitted, no later than 15/5/2026.

**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

But dispatched to:

Trade and Economic Office of Spain in Beijing  
A1-B Gonti Nanlu, Spain Buiding 6th Floor  
Chaoyang District 100020 Beijing, P.R. China  
pekin@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

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**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 27.975EURO, on the best of the past three years.

**6.2 Technical solvency requirements.** The company must have a strong and proven track record in the research of aquaculture and/or livestock genetics, depending if it is making an offer for Lot 1, Lot 2 or both.. Evidence of the company's technical capability shall be provided in the form of details of similar research projects undertaken in the last 3 years in Mainland China.

**6.3 Team requirements.**

The company must demonstrate that it possesses the resources necessary for the successful development of the market study it is making an offer for as 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. A company that wants to make an offer for the two market studies must detail the team for each market study. In addition, their **detailed** CVs must be included in the proposal (see annex I).

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 for the aquaculture market study (Lot 1) 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 aquaculture sector in Mainland China.
- **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 team for the livestock genetics study (Lot 2) 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 livestock genetics sector in Mainland China.
- **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 Beijing.

The company will notify the Economic and Commercial Office in Beijing 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 Beijing 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.

## 7. EVALUATION CRITERIA

**7.1. Evaluation criteria Lot 1.** All proposals for the market study in the aquaculture sector will be evaluated and compared on equal terms using the following criteria and weighting:

EVALUATION CRITERIA		Scores (Max.)
<b>I. Price competitiveness of the tender</b>		<b>30</b>
<p>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.</p> <ul style="list-style-type: none"> <li>Financial Proposals that exceed the maximum available contract budget will not be considered.</li> </ul>		
<b>II. Technical Proposal</b>		<b>70</b>
<p>ICEX will award a maximum of <b>70 (seventy) points</b> 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"> <li>- Degree to which the <b>proposed project timeline</b> is realistic, clear and includes all the elements needed to successfully reach the goals. (Max. 20 points) <span style="float: right;">20</span></li> <li>- Quality in the <b>proposed methodology, databases and quantitative analysis</b> to be conducted. (Max. 20 points) <span style="float: right;">20</span></li> <li>- Originality of the <b>proposed design</b> for the report, with the incorporation of infographics and graphic elements that contribute to a better understanding of the study. (Max. 15 points) <span style="float: right;">15</span></li> <li>- Elements of the proposal that involve <b>notable innovations or improvements</b> in terms of the project concept or implementation, thus allowing the objectives of the market report to be more effectively achieved. (Max.15 points) <span style="float: right;">15</span></li> </ul> <ul style="list-style-type: none"> <li><b>Technical Proposals that do not receive at least 35 points for component III will automatically be excluded.</b></li> </ul>		
<b>TOTAL</b>		<b>100</b>

The elements of the proposals 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

**7.2. Evaluation criteria Lot 2.** All proposals for the market study in the livestock genetics sector will be evaluated and compared on equal terms using the following criteria and weighting:

<b>EVALUATION CRITERIA</b>		<b>Scores (Max.)</b>
<b>III. Price competitiveness of the tender</b>		<b>30</b>
<p>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.</p> <ul style="list-style-type: none"> <li>Financial Proposals that exceed the maximum available contract budget will not be considered.</li> </ul>		
<b>IV. Technical Proposal</b>		<b>70</b>
<p>ICEX will award a maximum of <b>70 (seventy) points</b> 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"> <li>- Degree to which the <b>proposed project timeline</b> is realistic, clear and includes all the elements needed to successfully reach the goals. (Max. 20 points) <span style="float: right;">20</span></li> <li>- Quality in the <b>proposed methodology, databases and quantitative analysis</b> to be conducted. (Max. 20 points) <span style="float: right;">20</span></li> <li>- Originality of the <b>proposed design</b> for the report, with the incorporation of infographics and graphic elements that contribute to a better understanding of the study. (Max. 15 points) <span style="float: right;">15</span></li> <li>- Elements of the proposal that involve <b>notable innovations or improvements</b> in terms of the project concept or implementation, thus allowing the objectives of the market report to be more effectively achieved. (Max.15 points) <span style="float: right;">15</span></li> </ul> <ul style="list-style-type: none"> <li><b>Technical Proposals that do not receive at least 35 points for component III will automatically be excluded.</b></li> </ul>		
<b>TOTAL</b>		<b>100</b>

The elements of the proposals 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

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**8.1. Proposal content.** Bidders are expected to present a proposal **FOR ONE OR BOTH MARKET STUDIES** 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.

**If bidding for both Lot N.1 and Lot N.2, 6 (six) documents must be submitted:**

**8.2. Document 1: Administrative Requirements (PDF file).** All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 27.975 EURO in the best of the last three years.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.
- All competing companies must present also the role of each team member assigned to this project according to the table in **Annex I**, together with their **curriculum vitae**.
- **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 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 must not contain any reference to price and must not exceed 25 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: Financial proposal (MS Excel file).** All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity. The Agency must present the budget clearly according to table in **Annex II**.

**8.4.1. Taxes.** ICEX will evaluate the 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 **EURO**.

## **9. SUBMISSION OF PROPOSALS**

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

**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](mailto:tenders@icex.es) before 26<sup>th</sup> January 2026 9:00 CET. 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 Spanish or English.

**9.2.4. Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.

**9.3. Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.

**9.4. Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.

- 9.5. Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- 9.6. Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 9.7. Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.
- 9.8. Contact persons.** Questions related to this briefing might be addressed in written form until **16<sup>th</sup> January 2026** only through the e-mail [tenders@icex.es](mailto: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<sup>o</sup>. 67 of 19 March 2025**

**Alfonso Noriega Gómez  
Chief Economic and Commercial Counsellor  
Economic and Commercial Office of Spain in Beijing**

## **ADMINISTRATIVE CLAUSES**

### **1. FINANCIAL PROPOSAL CALIFICATIONS**

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**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**

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- a. **Technical Quality.** The company awardee shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the company awardee shall be responsible for:
- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
  - Compliance with the time-limits agreed with ICEX in each case.
  - Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
  - The personnel forming part of the project team assigned to the development and performance of the Contract, with the company bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
  - The processing of any information and data made available to it.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
  - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original

and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.

- iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.
- i. The company shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The company shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the company or subcontracted by it.
  - ii. The company also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.
  - iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the company for any liability that might be applicable.

### **3. CANCELLATIONS**

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- 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**

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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**

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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  
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**

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**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.