

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.

TRADE COMMISSION OF SPAIN IN SEOUL

Seoul Global Center 14th floor 38,

Jongno, Jongno-gu, Seoul 03188

E-mail: tenders@icex.es

Date: March, 18, 2026

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: April 6th 2026, at 5:00 p.m. KST

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Seoul
Contract number	X070-03-2026
Proposal's request	The purpose of this contract is the provision of specialised consulting services for the identification, analysis and documentation of Korean companies with the capacity and potential interest to undertake productive investments in Spain. The Contractor shall identify, analyse and provide validated information on between 250 and 300 Korean companies that meet the requirements set out in this Request for Proposals. The objective of the assignment is to deliver a qualified and prioritised database of potential Korean investors, including the most direct and relevant contact persons responsible for international expansion, strategy, investment or equivalent functions.
Timing, dates and number possible of renewals	Signed date until June 30 th 2026 with no extensions.
Max. budget for contract excluding renewals	Korean won 65,200,000 (sixty-five million two hundred thousand) tax included
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three (3) years and minimum of 65,200,000 KRW. - Technical solvency: proven track record of involvement in projects with Korean companies during the past three (3) years. - Team requirements: a minimum of three (3) staff members and a designated primary contact person.
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical (max 57 points) and Team Members (13 points).
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three (3) separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by April 6 th 2026 at 5:00 p.m. KST. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: 1. Document 1: Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Document 2: Technical offer (the work proposal / scope of work) 3. Document 3: Financial offer (price) and team 4. Plus, documentation evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan -UE Funds-). Annex.
Contact for questions	Only written questions by email before March 26 th , 2026 at 5:00 p.m. KST to tenders@icex.es



ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Seoul, invites companies to submit their proposals for providing specialized consulting services for the identification, documentation and provision of useful contacts of the companies in the Republic of Korea with the capacity and potential interest in making productive investments in Spain.

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose is 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 & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

The purpose of this contract is the provision of specialized consulting services for the identification, analysis and documentation of Korean companies with the capacity and potential interest to undertake productive investments in Spain.

The Contractor shall identify, analyze and provide validated information on between 250 and 300 Korean companies that meet the requirements set out in this Request for Proposals.

The objective of the assignment is to deliver a qualified and prioritized database of potential Korean investors, including the most direct and relevant contact persons responsible for international expansion, strategy, investment or equivalent functions.

The information included in the database to be provided shall be written in the English language.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

2.1. The company will be in charge of:

2.1.1. Identification of target companies.

Identify and compile a list of 250 to 300 Korean companies with a realistic potential interest in investing in the European Union or Spain.

2.1.2. Selection of relevant companies

Select companies with particular attention to medium-sized and large companies with sufficient scale and realistic capacity to undertake productive investment or expansion projects abroad. For the purpose of this contract, “productive investment” refers to investments involving the establishment or expansion of operational activities, which directly contribute to job creation and long-term economic activity, including manufacturing plants, R&D centers, logistics hubs, or other value-adding activities.



At least 80% of the final list shall belong to the priority sectors defined below. Up to 20% may belong to the additional sectors.

Priority sectors:

- Renewable Energy
- Life Sciences
- Digital Economy
- Automotive and Mobility

Additional sectors:

- Audiovisual Industry
- Aerospace
- Transport and Logistics
- Agrifood
- Chemical Industry

2.1.3. Assessment of investment potential.

Assess the possible relevance of each selected company as a potential investor in Spain, taking into account factors such as financial capacity, internationalization, presence or activity in the European Union, interest investing in the European Union or Spain and potential strategic fit with Spain's industrial ecosystem.

2.1.4. Preparation of company summaries.

Prepare, for each selected company, a concise company summary of approximately one page (Word), including the main points relevant for investment promotion purposes.

Each company summary shall include:

- Company name.
- Latest available annual revenue and year of data.
- Number of employees.
- Website.
- Sector/subsector.
- Brief description of business activity.
- Degree of internationalization.
- Presence or activity in the European Union, if any.
- Evidence of interest in the European Union or Spain.
- Reasons why the company may be relevant as a potential investor in Spain (for example, type of productive investment project that may be of interest for the company).
- Method used to obtain contact details.



2.1.5. Preparation of a contact database in Excel by order of priority.

Submit all company and contact information in editable Excel format, with the most direct possible contact person, department related to international expansion, strategy, investment or equivalent functions. Only direct and functionally relevant contacts shall be accepted. Generic corporate emails publicly available shall not be considered valid unless duly justified.

The contact database in excel format shall include at least information on the following fields:

- Company name.
- Sector.
- Size (medium/large).
- Contact name (*).
- Job title.
- Department.
- Email address (*).
- Telephone number (*).
- Method used to obtain contact details (ex. Meet in person, exhibition, conference, etc.).
- Current presence in Spain or the European Union (yes/no, briefly specify).

The ordering of contacts in the excel document shall be established by assessing the real potential of the company in carrying a productive investment in Spain.

(*) It is considered personal data for the purposes of data protection under European data protection legislation.

2.1.6. Verification of information.

The Contractor shall ensure that all data is up to date at the time of submission and has been revised to avoid duplications and the inclusion of companies with no reasonable fit or unusable contact details. Companies or contacts deemed irrelevant, duplicated, outdated or insufficiently verified may be rejected and may be requested to be replaced at no additional cost.

2.1.7. Progress reporting.

Provide at least three brief progress updates during the execution of the assignment, including the status of deliverables, any difficulties encountered and any issues requiring clarification from the Contracting Authority. The first progress meeting shall take place no later than one month after the signature of the contract and a draft database for validation shall be submitted **no later than June 12th, 2026**.

2.1.8. Coordination with the Contracting Authority.

Maintain coordination during the execution of the assignment and incorporate reasonable comments or adjustments related to the scope of work.



2.1.9. Confidentiality and limited use of information (data protection).

Treat all information obtained or prepared in the framework of the assignment as confidential and use it solely for the purposes of the present contract.

All information supplied by the contractor concerning the Korean companies in connection with the services performed under this Contract that qualifies as personal data shall comply with the requirements established under the European data protection framework, including the General Data Protection Regulation (GDPR). For these purposes, it is necessary to obtain their prior written and informed consent, following the provision of adequate notice regarding the intended processing and disclosure of their personal data to ICEX in order to include their contact details in the database for the purpose of being contacted by the Economic and Commercial Office of Spain in Seoul in relation to potential investment opportunities in Spain.

2.2. Technical Specifications.

The following elements shall be included in the proposal submitted.

2.2.1. Methodology for the identification and selection of companies.

A clear description of the working method proposed for the assignment, including:

- The proposed research approach and working method.
- The criteria to be used to identify and select target companies.
- The approach to assessing the relevance and investment potential of the companies identified.
- The method for classifying and prioritizing companies by sector and level of potential.
- The approach to identifying the most relevant and direct possible contact persons, departments or business units.

2.2.2. Relevant experience.

A description of the contractor's previous experience in similar assignments, including:

- Experience in market intelligence, business lead generation, investment promotion, international business development or similar services.
- Experience related to foreign investment decisions of Korean companies.
- Experience in preparing company databases or similar outputs.
- Experience in the aforementioned priority sectors would facilitate the obtaining of direct contacts.

2.2.3. Team and Work Plan.

Information on the team proposed for the assignment and how the work would be carried out, including:

- Composition of the team (anonymized).



- Profile and relevant expertise of the people assigned to the project.
- Language capabilities relevant to the assignment.
- Distribution of tasks and responsibilities within the team.
- Proposed timetable or work plan.

2.2.4. Sample Output.

- One sample company summary in the format proposed for the assignment.
- One sample structure of the Excel database, showing the fields proposed for each company and contact.

The sample output is requested only to illustrate the format and approach proposed by the contractor.

- 2.3. 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 June 30th 2026.

4. BUDGET

- 4.1. **Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **65,200,000 KRW (sixty-five million two hundred thousand Korean Won)**. Bids will be made in Korean Won, including taxes.

Proposals exceeding the maximum available budget of 65,200,000 KRW, including taxes, will not be considered.

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

ICEX shall evaluate financial proposals on the basis of the price offered, exclusive of taxes.

INFORMATION NOTICE: In accordance with Article 24 of the Value Added Tax Act (VAT Act), the Economic and Commercial Office of Spain in Seoul is automatically subject to the zero-rate VAT treatment.¹

¹ Korean Value Added Tax Act:

Article 24 (Supply of Goods or Services for the Acquisition of Foreign Currency, etc.) Notwithstanding Article 30, a zero rate of VAT shall apply to the supply of goods or services for the



Companies participating in the tendering process must take this into account and consult with their local tax office regarding the application of the tax exemption to ensure that it is applied. This is a task that the company itself must carry out; it is not something our office can do. We provide the company with our tax identification number (TIN), and the company must notify the tax office that it has provided services to us in order to obtain the tax exemption.

- 4.2. Estimated contract value:** The estimated total contract includes the value of the contract and the value of its possible extensions of its modifications (not applicable), excluding any applicable taxes. According to the latter, the total estimated total contract value of this contract is a maximum of 65,200,000 KRW excluding taxes, as no extensions or modifications are contemplated, which includes the following maximum amounts:

- Main contract maximum budget: 65,200,000 KRW

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 Seoul.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is KRW (Korean won). Any currency exchange costs will be borne by the bidder.

purpose of acquiring foreign currency, in addition to the supply of goods or services provided for under Articles 21 to 23, in any of the following cases:

1. When supplying goods or services to diplomatic missions, consular posts (excluding consular posts headed by honorary consuls), the United Nations and equivalent international organizations (applicable only when privileges and immunities may be granted under treaties to which Korea is a party and other domestic laws and regulations) residing in Korea (hereinafter referred to as 'diplomatic missions, etc.' in this Article).
2. When supplying goods or services, in accordance with the method prescribed by Presidential Decree, to non-nationals who are employees of diplomatic missions, etc., and who have been granted the status of public officials by the relevant country or whose equivalent status has been confirmed by the Minister of Foreign Affairs.



- 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 payment is made as soon as possible once all the deliverables have been received and accepted by ICEX. Payment will be made within a maximum of 30 days of the invoice receipt. Should the total number of companies identified and documented by the contractor be lower than the estimated number for duly justified reasons at the end of the contract period, the amount payable will be reduced proportionally, taking as reference a target of 250 companies.
- 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:

Economic & Commercial Office, Embassy of Spain in Seoul - ICEX
Seoul Global Center 14th floor
38, Jongno, Jongno-gu, Seoul 03188

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 (3) years (2025, 2024 and 2023; or 2024, 2023 and 2022 if 2025 accounts are not yet available). The minimum turnover requirement is an amount of at least 65,200,000 KRW on the best of the past three (3) years.
- 6.2 Technical solvency requirements.** All competing companies must have a strong and proven track record of involvement in projects with Korean companies. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three (3) years in South Korea.
- 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 (anonymized) must be included in the proposal (Document 3) for the proposed team member. 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 three (3) staff members assigned to this project is expected.

The Contractor shall detail in its proposal the role of each team member assigned to the various activities of the programme. In addition, their detailed CVs (anonymized) shall be included for the proposed team member.

1. Team Leader/ Project Manager

- Minimum of five (5) years of experience in managing research or investment-related projects market or similar projects
- Excellent project management and communication skills
- Strong understanding of the Korean corporate landscape and overseas investment trends

2. Researcher

- Minimum of three (3) years of experience in market research
- Experience in analysing company profiles with potential investment and international expansion strategies
- Ability to identify relevant decision-makers and key contacts within companies

3. Research Assistant

- Ability to collect and organize company information from multiple sources
- Strong data management and Excel skills
- Attention to detail and ability to support research and reporting tasks efficiently.

The company will notify the Economic and Commercial Office 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 individual appointed to replace the departing team member must possess experience equivalent to, or greater than, that of the member being replaced, such that the newly appointed member would have obtained the same score as the departing member.

The company team will regularly hold meetings with the team of the Economic and Commercial Office in Seoul 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. 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 be included in Document 3)		30
<ul style="list-style-type: none"> The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. <p>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> <p><u>Financial Proposals that exceed the maximum available contract budget will not be considered.</u></p>		
II. Technical Proposal (To be included in Document 2)		57
<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 contract, assigning points to each of the components of the Technical Proposal, as described below. <p>Technical Proposals that do not receive at least 28.5 points in this section will be automatically excluded.</p> <p>1. Proposed Methodology – Max. 27 points</p> <p>Assessment of the clarity, coherence, robustness and feasibility of the proposed working method for carrying out the assignment.</p> <ol style="list-style-type: none"> The proposed approach for identifying Korean companies with potential interest in investing in the European Union or Spain (Max. 10 points) The proposed method for identifying the most relevant possible contact persons or departments and obtaining their contact (Max. 10 points) The realism and appropriateness of the proposed timetable or work plan (Max. 4 points) Clarity of the distribution of tasks and responsibilities (Max. 3 points) <p>2. Relevant Experience of the proposed team – Max. 15 points</p> <p>Assessment of the team's previous experience in similar assignments.</p> <ol style="list-style-type: none"> Experience and quality in projects involving Korean companies, particularly in the priority sectors mentioned in the briefing and foreign direct investment decision-making processes, with higher scores awarded according to the number and relevance of such projects (Max. 5 points) Experience in preparing company databases or similar outputs, with higher scores awarded according to the number and relevance of such projects (Max. 5 points) Experience in the aforementioned priority sectors that would facilitate access to direct and relevant contacts, with higher scores awarded according to the number and relevance of such projects (Max. 5 points) 		



<p>3. Quality of the Proposed Deliverables – Max. 15 points</p> <p>Assessment of the added value, clarity, relevance and practical usefulness of the proposed outputs for investment promotion purposes.</p> <ul style="list-style-type: none"> a) The proposed structure and content of the company summaries (Max. 8 points) b) The proposed structure and usability of the Excel database for generation of investment leads (Max. 7 points) 	
<p>III. Automatic criteria and Team Proposal (To be included in Document 3)</p>	13
<p>Assessment of the suitability, capacity and organisation of the proposed team and the feasibility of the proposed work plan.</p> <ul style="list-style-type: none"> a) Years of experience above the minimum ones required of the Project Manager in projects similar to that of this briefing 1 point (1 point for each additional year up to a maximum of six) (Up to 6 points) b) Years of experience above the minimum ones required of the Researcher in projects similar to that of this briefing 1 point (1 point for each additional year up to a maximum of five) (Up to 5 points) c) Proven proficiency in English and Korean (Up to 2 points) 	
<p>TOTAL</p>	100

The elements of the criteria “II Technical 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

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 promotional events 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. A minimum **experience of three (3) years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 65,200,000 KRW in the best of the last three (3) years (2025, 2024 and 2023; or 2024, 2023 and 2022 if 2025 accounts are not yet available).
- 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.

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, and work plan for the different elements considered in this briefing, section 2.2.

- The proposal must include a detailed work plan and all elements referred to in section 2.2 of this briefing.
- The Contractor will be responsible for carrying out all tasks necessary for the proper execution of the project specified in this request.
- If the proposal merely states that the Contractor can meet some or all of the requirements but does not provide detailed information about the work plan, the technical proposal will be assigned a score of 0.

In order to facilitate the understanding and assessing of the technical proposal, we suggest bidders organize the proposal document following the structure of technical proposal criteria II in accordance with the provisions set out in Section 7.1 above, notwithstanding that other issues of value will be included.

8.4. Document 3: Financial proposal and Automatic criteria and team members (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.

8.4.1. Financial proposal. All competing companies must present a financial proposal and taxes must be clearly described and separated

Proposals exceeding the maximum available budget of 65,200,000 KRW, including taxes, will not be considered.

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

8.4.2. Team Members and Automatic criteria. All competing companies must present a detailed work proposal, that includes the team assigned to the project, along with an indication of each person's role and detailed CVs (using the anonymized CV template).



We suggest bidders to organize the proposal document following the structure of technical proposal criteria (7.1: III), notwithstanding that other issues of value will be included.

8.4.3. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes are clearly separated.

8.4.4. Currency. The proposal will be drafted in **Korean won**.

8.5. UE FUNDS. 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**.

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.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Seoul, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Seoul (<https://www.icex.es/es/explora-por-pais/corea-del-sur>) and on ICEX's website.

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 April 6th 2026 at 5:00 p.m. KST**. 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.
- 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 March 26th 2026 at 5:00 p.m. KST** 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.

In Seoul, on the date recorded in the electronic signature

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

Renata Isabel Sánchez de Lollano Caballero
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Seoul



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.



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

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

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 of managing 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, Transformation and Resilience Plan (PRTR) 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.

Additionally, this Component 32 is supported by the Council Implementing Decision amending the Implementing Decision of July 13, 2021, regarding the approval of the evaluation of Spain’s Recovery and Resilience Plan, adopted at the Economic and Financial Affairs Council of the European Union on October 10, 2025.

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.



ANNEX.
REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP.

(To be completed, signed, and submitted in their bids by the tenderers in a separate document to be attached to the email submitting the offer)

Contract number **X070-03-2026**, the object of which is “Identification, analysis and documentation of Korean companies with the capacity and potential interest to undertake productive investments in Spain.”

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

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: XXXXXXXX
- e. Second Last Name (if any): XXXXXXXX
- f. Date of birth (**DD/MM/YY**): XXXXXXXX
- g. Address: XXXXXXXX
- h. City-Country: XXXXXX
- i. Zip Code: XXXXXXXX

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: _____

