

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN TOKYO
Dirección: 1-3-29, Roppongi, Minato-ku, Tokyo
E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: **February 18th 2025,**
at 5:00 p.m. JST

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Tokyo
Contract number	X078-01-2025
Proposal's request	To appoint a Provider to plan, design, develop and maintain a new portal website "New Spanish Books" for the Japanese market, set to launch in 2025.
Timing, dates and possible number of renewals	Signed date until December 31 st , 2025 with 4 extensions until the end of 2029.
Max. budget for contract excluding renewals	JPY 6,000,000 (six million), tax excluded
Contract value including renewals	JPY 12,000,000 (twelve million): For 2025 (JPY6,000,000) + 4 extensions from 2026 until 2029 (JPY1,500,000/year x 4 = JPY6,000,000), tax excluded
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years. - Technical solvency: proven track record in website development and implementation during the past three years. - Team requirements: a minimum of two staff members and a designated primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical and team (max 70 points)
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by February 18th, 2025, at 5:00 p.m. JST. 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. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price) and professional profile of the members
Contact for questions	Only written questions by email before February 13 th , 2025, at 5:00 p.m. JST. to tenders@icex.es .



ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Tokyo (**hereinafter Ofecomes Tokyo**), invites companies to submit their proposals for the creation of a new portal website “New Spanish Books”.

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

1. PROJECT DESCRIPTION

The object of this Contract is the development and creation of a new version of the *New Spanish Books* website, exclusively tailored for the Japanese market.

Background

ICEX launched the official website *New Spanish Books* in the United Kingdom in 2009 with the objective of promoting new titles published by Spanish publishers. The project subsequently expanded, and following its introduction in France and Germany, Japan was included in the program in 2011. In Japan, during the initial two years (2011 and 2012), two editions were released annually. However, since 2013, the project has been operated on an annual basis until 2023.

Purpose

The purpose of the *New Spanish Books* project is to promote Spanish titles in each respective market in order to assist Spanish publishers in selling the rights to their books and facilitating their publication in the local language. Accordingly, the primary target audience of the website comprises local editors and translators seeking foreign content. To enhance accessibility and ease of use, the website is presented in the local language of each market.

Website Infrastructure

The original *New Spanish Books* portal was developed by a Spanish web provider selected by ICEX in Madrid, with each market being assigned its own domain, as listed below:

- Japan: www.newspanishbooks.jp
- United Kingdom: www.newspanishbooks.com
- Germany: www.newspanishbooks.de
- France: www.newspanishbooks.fr
- United States: www.newspanishbooks.us
- Brazil: www.newspanishbooks.br.com



A subsequent renewal of the portal was undertaken by a different Spanish web provider. However, issues arose during the data migration process from prior years, resulting in the loss of significant content and functionalities.

Renewal and Local Provider Selection

In light of these challenges, ICEX has decided to commission the development of a new portal specific to the Japanese market. This portal shall be developed by a local provider to ensure the creation of a fully functional and tailored website for the Japanese market.

2. WHAT WE DEMAND

2.1.

The awardee company (**hereinafter, the Provider**) will be in charge of the creation of a new website, similar in structure and functionality to the original website (www.newspanishbooks.jp), with specific modifications and adjustments to ensure the site is more suitable and appealing to the Japanese market.

The website shall be subject to an annual renewal (In this contract, up to 4 years of renewals will be possible.). In addition, the Provider shall be responsible for the administration and maintenance of the website throughout the entire year.

FIRST YEAR

The Provider shall be responsible for the following tasks during the first year of the Contract:

1. **Planning:** The Provider shall prepare a comprehensive plan to improve the current website, making it more suitable and attractive for the Japanese market. **The maximum number of each year's book title will be 100.**
(The Provider shall create first the structure of the site without book titles and data for the 2025 edition, as this data will not arrive until the website is nearly set up.)
2. **Designing:** The Provider shall design the new website in accordance with the approved plan. A simple and clear design is required. Any suggestions for improving the design and functionality of the portal will be welcome.

The site shall be functional not only for PC but also for smartphones and tablets.

The following features shall be included:

- a. **Inscription Page for Spanish Publishers:** The Provider shall create a dedicated page where participating Spanish publishers can upload their books in PDF, images, and book data (hereinafter "**Book Card**"). This inscription page shall be available in Spanish or English. The uploaded images will include the book cover and the author's photograph, and the Book Cards provided by the publishers shall include the following information (refer to Sample: Annex C):



Title / Language / Year of Publication / Number of Pages / Edition / Price / ISBN Number / Genre / Company Name / Publisher Description / Publisher's Name / Synopsis / Author's Name / Author Biography / Author's Website / Countries Where the Title is Published / Company Address / Tax Number / Telephone Number / Contact Person's Name and Email Address / Additional information / Reviews and prizes / Comments

*If there is a more efficient method for obtaining these data and images, it must be clearly outlined in the proposal (Document 2). These data will be translated into Japanese by translators in Japan, but **in case a translation support from AI is possible, it should be described**. The translated text may be uploaded directly to the site by the translators, or if there is a more efficient alternative, it should be outlined in the proposal (Document 2).

There shall be specific pages for each publisher and author. For example:

Publisher page: <https://www.newspanishbooks.jp/publisher/combel-editorial>

Author page: <https://www.newspanishbooks.jp/author/luisa-vera-ruisahera>

b. **Top Page 「ホーム」** : The top page shall include:

- i. Photos and videos of each panelist of the year (4 panelists per year)
「委員会のメンバー」.

Link to a new page with a list of 75 panelists' names and titles from previous years (2011-2023). In addition, for the panelists from the last 4 years (2020–2023), insert links to their corresponding videos (20 videos in total).

*Reference videos from the past editions: 20 videos (2020-2023 / 5 videos per year: <https://www.youtube.com/@ofecomestokio5906/videos>

- ii. Link to the page “Selected titles” of the year 「日本向けおすすめ書籍」 (around 15 titles).
- iii. Link to the page “All titles” of the year 「スペイン新刊書籍」 (max.100 titles). All the upcoming titles from 2025 shall be categorized by genre, rather than by the year of presentation.
- iv. 'NEWS' section where news can be uploaded whenever necessary.

c. **Search Functionality**: The Provider shall implement two types of search buttons:

- i. A search button allowing users to search for titles, author names, and publisher names in both Spanish and Japanese.
- ii. A search button that enables users to filter titles by genre (e.g., novels, children's books) across the entire site.

d. **Essay and Interview Pages 「エッセイ・インタビュー」** : The existing [Essay](#) and [Interview](#) pages, currently separated, may be merged into a single page. All



prior articles, both essays (14) and interviews (15), from 2011 onward, must be migrated.

- e. **Useful information Page** 「スペイン出版界お役立ち情報」: Information regarding the Spanish publishing sector, including grants for publications, literary awards, and market data, will be published on this page.
 - f. Create a new page, “**Titles published in Japanese** 「日本語で出版された本」”. It will include information about 40 titles published in Japanese (Photo of each book / titles in Japanese and Spanish / publisher's names in Japanese and Spanish / years of the publications in Japan and in Spain).
3. **Creating:** The Provider shall develop the new website, ensuring the migration of data from previous years and adding new content.

Data Migrations:

- i. From the current website, migrate all the “[Esseys \(エッセイ\)](#)” (14) and “[Interviews \(インタビュー\)](#)” (15). The technical process for migrating data from previous years to the new site must be clearly explained in the proposal (Document 2).
- ii. From the “[PANEL'S CHOICE \(日本向けおすすめ書籍\)](#)” page, migrate all the titles (17 books) and associated data **from the 2023 edition**. These titles will be **organized by genre**, rather than by the year of presentation.
- iii. From the “[NEW TITLES \(スペイン新刊書籍\)](#)” page, migrate only titles and their associated data **from the year 2023** (135 books). New titles for upcoming years will be included on this page and **organized by genre**, rather than by the year of presentation.

If you need to access the previous year's contents on the current website, please ask for it to: tokio@comercio.mineco.es

4. **Administration and Data Analysis:** Once the website is created, the Provider shall manage it throughout the year. It is essential that the Ofecomes Tokyo has access to the website's data analysis; if access is unavailable, the Provider shall provide a monthly data report to the Ofecomes Tokyo.
5. **Maintenance:** The Provider shall ensure the website is launched with each annual edition. The Provider will also be responsible for maintaining the website and adding new content as requested by the Ofecomes Tokyo during the year.

*The maintenance cost should equal the total annual costs from the second year onward. (refer to Annex A, item A-5).



FROM THE SECOND YEAR ONWARD:

1. **Creating:** The Provider shall develop a new edition of the website, incorporating new titles and content (maximum 100 titles a year).
2. **Administration and Data Analysis:** Once the new edition of the website is created, the Provider shall manage the site throughout the year and provide to the Ofecomes Tokyo a monthly data report.
3. **Maintenance:** The Provider shall ensure the website is launched with each annual edition. Additionally, the Provider shall maintain the website and add new content as requested by the Ofecomes Tokyo during the year.

* The total annual costs for these three items (1-3) from the second year onwards should equal the cost proposed for the first year's maintenance work. (refer to Annex A, item A-5).

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

3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1. **Term.** The described services in the contract will run from the date the agreement is signed by both parties until December 31th, 2025.
- 3.2. **Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for **4 (four) additional years** the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. Price revisions will not be allowed.

The awardee company will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension. Each renewal will be signed by both parties.

4. BUDGET

- 4.1. **Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be 12,000,000 JPY (twelve million yen). Bids will be made in Japanese Yen (JPY) **excluding taxes.**
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 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 estimated total contract value of this contract is of a maximum of 12,000,000 JPY (twelve million yen) excluding taxes, which includes the following maximum amounts:
 - Main contract maximum budget: 6.000.000 JPY
 - Renewal (first) maximum budget for 2026: 1.500.000 JPY
 - Renewal (second) maximum budget for 2027: 1.500.000 JPY
 - Renewal (third) maximum budget for 2028: 1.500.000 JPY
 - Renewal (forth) maximum budget for 2029: 1.500.000 JPY



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 Ofecomes Tokyo.

Services provided by JAPAN-based companies are subject to the reverse charge and will not attract VAT, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services (VAT Notice 741A) that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of JAPAN VAT.

- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is Japanese Yen (JPY). 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 payment is made at the end of each month upon presentation of the invoices for the expenses incurred in that month.
- 5.5. Invoice details.**

The following **schedule of payments** has been established:

First year (2025):

The total annual price of the first year shall be payable after the launch of the 2025 edition of the website, upon presentation of the corresponding invoice.

From the Second year (2026-2029):

All the payment shall be paid after the launch of each year's edition, upon presentation of the corresponding invoice.



Invoices should be addressed/billed to:

EMBASSY OF SPAIN, ECONOMIC AND COMMERCIAL OFFICE – ICEX ESPAÑA
EXPORTACIÓN E INVERSIONES, E.P.E. (Q2891001F)

But dispatched to:

Cultural Industry Department
Economic and Commercial Office, Embassy of Spain in Tokyo-ICEX
1-3-29, Roppongi, Minato-ku
Tokyo 106-0032

The Provider's invoice will contain the following elements:

- ✓ Company letterhead / logo
- ✓ Address
- ✓ Date
- ✓ Invoice number
- ✓ Corporation number
- ✓ Description of the item/s
- ✓ Total amount due
- ✓ Bank account data (**In Japanese**)

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

- No expenses on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval of the Ofecomes Tokyo.
- The assignment of the contract is not allowed.
- Payment currency. Payments to the Provider will be made in the currency of the Contract, which is the Japanese Yen (JPY). Any currency exchange costs will be borne by the Provider.
- Payments to offshore accounts. Payments to bank accounts of the Provider located offshore from Japan will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the Provider.
- The Provider must send the invoice to the Ofecomes Tokyo as soon as possible after the launch of the website. Payment will be made within a maximum of 45 days of the invoice receipt.



6. REQUIREMENTS

- 6.1 Financial solvency requirements.** All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of 8,000,000 JPY, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in website development and implementation. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in Japan.
- 6.3 Team requirements.** The role of each team member assigned to this project shall be specified in the tender (Annex B). In addition, their curriculum vitae must be included in the proposal. 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 Ofecomes Tokyo.

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

- **Project Director:** A senior team member responsible for the planning, development, administration, and maintenance of the website, as well as the overall implementation of the project. The Project Director must have a minimum of 2 years of experience in website creation and is required to maintain direct and continuous communication with the Ofecomes Tokyo.
- **Assistant:** A team member exclusively responsible for implementing the tasks described in this briefing. The Assistant must have a minimum of 1 year of experience in website creation.

The knowledge of Spanish or English will be a plus. Describe the level of these languages in the Document 3 (Annex B).

The company will notify the Ofecomes Tokyo 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. Any changes of key personnel could affect its potential renewal. The company team will regularly hold meetings with the team of the Ofecomes Tokyo 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 (in Document 3)		30
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. *Financial Proposals that exceed the maximum available contract budget will not be considered.		
II. Technical Proposal (in Document 2)		40
ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below. II.1. Technical Capability and System Design: Proposals demonstrating superior technical capability and efficient system design, as outlined in Section 2: "What We Demand," will be evaluated for up to a maximum of 10 points. Proposals that simplify and expedite work processes (e.g., utilizing AI to translate Book Cards from Spanish to Japanese, expediting data imports from previous editions, etc.) will be awarded up to 7 points. Proposals that include optional services such as SEO or analytics will be awarded up to 3 points. II.2. Good visual design and additional contents: The visual appeal of the designs, which enhances the website's attractiveness and aligns with the target audience's preferences, will be evaluated for a maximum of 15 points. Suggestions for functional and/or visually appealing supplemental content will be awarded up to 5 points. *Technical Proposals that do not receive at least 20 points in this section II will be automatically excluded.		20
III. Schedule and Professional Profile assigned to the project (in Document 3)		30
III.1. Schedule: Proposals committing to shorter delivery timelines will be scored more favorably in the evaluation process. The shortest time for the creation of the website in the first year gets the full score and the rest the proportional score. The timetable for the development of the website should be clearly explained in the Document 3. III.2. Experience (refer to Annex B): Years/months of experience of each professional over and above the stipulated minimum will be considered. Specifically:		20
		8



- <u>Project Director</u>: Having more than the minimum of 2 years of verifiable experience in creating websites. 1 point per additional year, up to a maximum of 4 points. - <u>Assistant</u>: Having a minimum of 1 year of verifiable experience in creating websites. 1 point per additional year, up to a maximum of 4 points. III.3. Language level (refer to Annex B): - <u>Project Director</u>: Knowledge of a non-native language (Spanish or English for native Japanese speakers, and Japanese for non-native Japanese speakers) at a level higher than "Advanced" will be worth an additional 1 point. - <u>Assistant</u>: Knowledge of a non-native language (Spanish or English for native Japanese speakers, and Japanese for non-native Japanese speakers) at a level higher than "Advanced" will be worth an additional 1 point.	2
TOTAL	100

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

0% of allocated points	Not enough information
1% up to 25% of allocated points	Almost adequate
26% up to 50% of allocated points	Adequate
51% up to 75% of allocated points	Very good
76% up to 100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes **3 (three) 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.

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 3 years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 8,000,000 JPY in the best of the last 3 years.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that are indicated in the Section 2 "What we demand" and the Section 7 "Evaluation Criteria" of this document.



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. Details about the team's experience and their language proficiency levels are also required (See Annexes A and B).

8.4.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, **excluding taxes**. (Regarding the consumption tax, please treat the amount more than 40,000 JPY as duty free for foreign diplomatic establishments.)

8.4.2. Currency. The proposal will be drafted in Japanese Yen (JPY).

The schedule for the development of the website should also be included in this document.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Tokyo (Ofecomes Tokyo), will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Tokyo (<https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/jp/inicio.html>).

9.2. Submission of proposals. The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF & MS Excel), **ONLY** to the e-mail **tenders@icex.es** before **February 18th, 2025, at 5:00 p.m. JST**. Proposals not submitted within the deadline will be automatically excluded.

9.2.1. Electronic files. All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).

9.2.2. Expenditures. Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

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

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

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

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

9.5. Compliance of proposals. All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.



- 9.6. Assessment of proposals.** The Document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the Document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the Document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 9.7. Selection of company.** 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 **February 18th, 2025, at 5:00 p.m. JST** 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.

ICEX's Board of Directors
By Delegation (Resolution of 30 September 2021 BOE
[Official State Gazette] nº. 243 of 11 October 2021

Gonzalo Ramos Puig
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Tokyo



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 is related, until the said information comes into the public domain or, for any other legitimate reason, 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 action 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

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

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund. The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013¹, and, in particular, the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006. <http://data.europa.eu/eli/reg/2013/1303/2020-12-29>



Annex A – template “Economic proposal” (to include in Document 3)

PROVIDER PROPOSAL Portal Site New Spanish Books Japan Maximum total budget 6.000.000-JPY (excluding taxes)	ECONOMIC PROPOSAL BEFORE TAXES (JPY – excluding taxes)	TAXES	TOTAL
A) FIRST YEAR'S EXPENSES:			
1. Planning: The Provider shall prepare a comprehensive plan to improve the current website, making it more suitable and attractive for the Japanese market.			
2. Designing: The Provider shall design the new website in accordance with the approved plan.			
3. Creating: The Provider shall develop the new website, ensuring the migration of data from previous years and adding new content.			
4. Administration and Data Analysis: Once the website is created, the Provider shall manage it throughout the year.			
5. Maintenance: The Provider shall ensure the website is launched with each annual edition. The Provider will also be responsible for maintaining the website and adding new content as requested during the year. (*The maintenance costs from the second year onwards must be equal to the amount proposed here.)			
SUBTOTAL (A)			
B) OTHER EXPENSES:			
SUBTOTAL (B)			
TOTAL Budget (A+B) (in JPY)			



Annex B - template “Team Experience and Language” (to include in Document 3)

TEAM EXPERIENCE (Creating websites)			
Project Director:	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			
Assistant :	start date (mm/yyyy)	ending date (mm/yyyy)	description
Experience 1			
Experience 2			
Experience 3...			

LANGUAGE LEVEL					
Project Director:	Native	Advanced	Upper-Intermediate	Intermediate	Basic
English					
Spanish					
Japanese					
Assistant :	Native	Advanced	Upper-Intermediate	Intermediate	Basic
English					
Spanish					
Japanese					



Annex C – Sample of Book Card (Spanish)

Título: ¿Hay sitio?		
Idioma: Español	Año de publicación:	Páginas: 48
Número de ediciones:	Precio de venta en España: 16.00 €	ISBN: 978-84-17028-70-1
Género: Niños y Jóvenes		
Editorial: APILA EDICIONES		
Descripción editorial: Editorial dedicada a la publicación de álbum infantil ilustrado, de 2 a 8 años.		
Editorial que lo ha publicado: APILA EDICIONES		
Sinopsis: ¿Hay sitio? Un álbum ilustrado diferente. Triángulos, cuadrados, semicírculos... La geometría puede ser divertida. Un cuento donde hay sitio para todos. Una original historia llena de alegría y optimismo contagioso. Con unos protagonistas que nos hacen entender cosas tan importantes como la comunicación o la amistad a través del humor. Un libro que nos habla de aceptar a los demás y nos invita a acabar con los prejuicios. Todos juntos...		
Autor: Edu Flores		
Biografía del autor: Profesor de la Escuela Superior de Diseño de Aragón (ESDA) y compagina su tarea docente con trabajos de ilustración infantil. Con el álbum El pájaro de las dos jaulas ha sido seleccionado para la 25 Bial de Bratislava 2015. Su álbum, Los zapatos de Fred Astaire y otras historias increíbles fue galardonado con el Golden Pinwheel Award en la categoría de mejor álbum infantil internacional, en la Feria del libro infantil de Shanghai en noviembre de 2013. Es uno de los miembros de Apila Ediciones. En 2015 publicó La madre de Jack. Con este álbum Edu Flores fue galardonado con la medalla de bronce en la categoría de mejor ilustrador en los Moonbeam Children's Books Awards 2015 (Estados Unidos).		
Sitio web del autor: https://www.instagram.com/edufloresmarco/		
Países donde han sido vendidos los derechos:		
Compañía: APILA EDICIONES		
CIF: G99157547		
Contacto: Eduardo Flores		
Teléfono: 617227843		
Correo electrónico: apila@apilaediciones.com		
Sitio web: www.apilaediciones.com		
Dirección: Mosén Félix Lacambra, 36B		
Información adicional:		
Críticas y premios:		
Comentarios: Se trata de un cómic para niños, mezcla entre el formato álbum y primer cómic. Aborda con humor y con geometría el tema de los prejuicios.		



Annex C – Sample of Book Card (Translated to Japanese)

タイトル: ¿Hay sitio? 場所はある？		
言語: スペイン語	発行年:	ページ数: 48
刷数:	スペイン販売価格: 16.00 €	ISBN: 978-84-17028-70-1
ジャンル: 児童書・YA		
出版社: APILA EDICIONES アピラ		
出版社概要: 2 歳から 8 歳までの児童向け絵本の刊行に従事する出版社。		
出版している出版社: APILA EDICIONES		
シノプシス: ちょっと変わった絵本。三角形、四角形、半円形……。幾何学だって愉快になれる。みんなに居場所があるお話。楽しさいっぱい、読んでいだけで楽観的になれる独創的な物語だ。登場人物がユーモアを通して、人とのつながりや友情といったとても大切なことを教えてくれる。他者を受け入れ、偏見を捨てようと語りかけてくる本だ。さあ、みんな一緒に……。		
著者: Edu Flores エドゥ・フローレス		
著者紹介: アラゴン高等デザイン学校 (ESDA) 教員。教職と子ども向けイラストレーションの仕事を両立させている。2015 年、絵本『El pájaro de las dos jaulas (ふたつの檻の小鳥)』が第 25 回ブラチスラバ世界絵本原画展に選出。2013 年 11 月の上海国際児童書展では絵本『Los zapatos de Fred Astaire y otras historias increíbles (フレッド・アステアの靴とその他の信じられない物語集)』が最優秀国際児童絵本部門で金の風車賞を受賞した。出版社アピラのスタッフでもある。2015 年に出版した絵本『La madre de Jack (ジャックの母さん)』により、2015 年ムーンビーム児童書賞 (米国) の最優秀イラストレーター部門で銅メダルを受賞した。		
著者 Web: https://www.instagram.com/edufloresmarco/		
著作権売約国:		
会社名: APILA EDICIONES		
CIF: G99157547		
担当: Eduardo Flores		
電話: +34617227843		
メール: apila@apilaediciones.com		
URL: www.apilaediciones.com		
所在地: Mosén Félix Lacambra, 36B		
追加情報:		
受賞・批評:		



コメント: 絵本と幼児用コミックの形式を混ぜ合わせた子ども向けコミック。ユーモアと幾何学を通して偏見のテーマに取り組んでいる。

