



ECONOMIC & COMMERCIAL OFFICE OF SPAIN
TOKYO
REQUEST FOR PROPOSALS

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
SPANISH ECONOMIC & COMMERCIAL OFFICE IN TOKYO
3FL, 1-3-29 Roppongi, Minato Ku, Tokyo
E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 8th of May 2025
09:00am CET

Date: 8th April 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E. (ICEX), represented by the Spanish Economic & Commercial Office in Tokyo
Contract number	X078-04-2025
Proposal's request	Eat Spain Drink Spain Japón
Timings, dates and number of potential renewals	From date of signature until 30 th November 2025
Max. budget for contract excluding renewals	4.800.000-JPYJPY (Four million, eight hundred thousand Japanese yen)) excluding taxes
Contract value including renewals	20,160,000JPY (Twenty million, one hundred sixty thousand Japanese yen) Total term + extensions + modifications, excluding taxes
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years and minimum of 7,200,000 JPY . - Technical solvency: proven track record in communications and event marketing during the past three years. - Team requirements: a minimum of three staff members and a designate primary contact person
Points to be assigned based on evaluation of proposals	Price (max. 30 points), Technical (max. 70 points)
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three separate submissions that together represent the proposal. Each individual submission needs to be emailed to the following address only: tenders@icex.es by 8/05/2025 09:00am CET. All files should not exceed 4MB in size if sent as attachments. 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)
Contact for questions	Only written questions by email before 25/04/2025 09:00am CET to tenders@icex.es



ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in London, invites companies to submit their proposals for the **EAT SPAIN DRINK SPAIN** campaign.

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

1. PROJECT DESCRIPTION

BACKGROUND

The Eat Spain, Drink Spain campaign is a flagship initiative launched by ICEX Spain Trade & Investment to promote Spanish gastronomic excellence on an international stage. Since its inception, the campaign has aimed to elevate the global reputation of Spanish food and wines by showcasing the country's rich culinary heritage through immersive events such as tastings, workshops, and retail promotions. By engaging with local markets and highlighting Spain's diverse regional flavors and high-quality products, the initiative has successfully strengthened cultural and commercial ties between Spain and host countries. This ongoing effort not only supports Spanish exporters and the broader food and beverage industry but also celebrates the Mediterranean diet's legacy of health and quality. Due to the overwhelming success of the campaign, ICEX Spain Trade & Investment has decided to extend the initiative to additional international markets, including Japan. This strategic expansion will allow Japanese consumers to experience the unique flavors and traditions of Spanish cuisine firsthand, further solidifying Spain's reputation as a leader in gastronomic excellence worldwide. The move underscores the growing global appeal of Spanish culinary heritage and paves the way for enhanced cultural and commercial exchanges between Spain and Japan.

CAMPAIGN OBJECTIVES

- 1.1.** To build and consolidate the image of Spanish food, wines and gastronomy amongst consumers, raising awareness and encouraging the choice of Spanish food and wines over those from other countries, thus increasing listings of Spanish products both in retail and hospitality businesses.
- 1.2.** To recruit establishments to run promotions in autumn 2025, between September 15th and 30th in which restaurants, independent wine merchants, delicatessens and supermarkets can propose and carry out activities they consider most appropriate for their business, such as: special offers, tastings, discounts, merchandising, product packages, special menus, etc. Under the campaign slogan "Eat Spain Drink Spain", these promotions will raise awareness of the quality of the wines and gastronomic specialties of Spain and, consequently, increase customer loyalty for Spanish products and increase sales for campaign partners.
- 1.3.** To design a promotional campaign communicating the diversity, breadth and depth of Spanish wine, food and gastronomy, to ensure wide coverage of the campaign and prove



attractive to campaign partners to consolidate "Eat Spain Drink Spain" as the campaign to promote Spanish food, wines and gastronomy in Japan.

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

The agency will develop a detailed and executable programme for Eat Spain Drink Spain consisting of three different activities:

- RETAILER PROMOTIONS IN WINE SHOPS, DELICATESSENS AND ONLINE
- RESTAURANT AND BAR PROMOTIONS
- COMMUNICATIONS AND PR

RETAILER PROMOTIONS

A nationwide campaign to allow participating independent wine retailers and delicatessens to apply for a tailor-made promotional pack (supplied by the agency) and the chance to win great incentives. Participating venues will be showcasing their Spanish produce during the campaign period (September 15th - 30th). Partners can participate with offers, tastings and events, providing consumers with an array of tastes, flavours and dishes that will highlight the diverse range of produce from across Spain.

Agency responsibilities:

- To recruit food and wine importers, local delicatessens, and independent wine merchants to the campaign, securing their participation with promotional events both instore and online. Agencies must be able to secure partners from across Japan and preferably in the large areas of the cities that have the highest media multiplier effect. Promotions should last a minimum of 7 days.
- ICEX will provide a list of certified Colmados from Spain (<https://www.foodswinesfromspain.com/en/certified-restaurants-from-spain1>) venues to be invited to take part in the campaign. The events, publicity and promotion for the Colmados from Spain venues will be the same as for the rest of participating retailers.
- Develop attractive promotional material for the restaurants and bars following the campaign artwork guidelines as provided by ICEX. A pack of POS materials is required (for example posters, leaflets, promotional gifts) and posted to each establishment prior to the promotion.
- Produce a pack of digital communication tools for partners, such as digital banners, social media templates, etc.
- Include details of promotions in the media and KOL campaigns to secure success and awareness of the ESDS campaign.
- To suggest incentives and prizes for the best performing promotions (e.g. hampers, Spanish gastronomic experiences, financial incentives, etc.).
- To communicate with participating retailers, encouraging them to commit to the campaign with extensive promotions.
- To produce reports on the impact of the retailer promotions that include visual evidence of the promotions.

RESTAURANT AND BAR PROMOTIONS



Activities aimed at generating public and private events in bars and restaurants around the country to celebrate Eat Spain Drink Spain. In line with the retailer promotions, the Agency will be working to support the on-trade, inviting establishments to promote Spanish foods and wines and offer discounts and special offers during the campaign period (September 15th - 30th, 2025). Similar incentives for those who get involved will be offered as are available to the retailers.

Agency responsibilities:

- To liaise with and recruit restaurants and bars in order to arrange promotional events across Japan. Agencies must be able to secure partners from across Japan and preferably in the large areas of the cities that have the highest media multiplier effect. We recommend working with a media partner/online booking platform, both to recruit potential venues to join the campaign and to promote it to consumers, to increase consumer uptake of the events and offers put in place by partner venues. Promotions should feature in venues for at least 7 days.
- ICEX will provide a list certified Restaurants from Spain (<https://www.foodswinesfromspain.com/en/certified-restaurants-from-spain>) venues to be invited to take part in the campaign. The events, publicity and promotion in the Restaurants from Spain venues will be the same as for all participating restaurants and bars.
- Develop attractive promotional material for the restaurants and bars following the campaign artwork guidelines as provided by ICEX. A pack of POS materials is required (for example posters, leaflets, promotional gifts) and posted to each establishment prior to the promotion.
- Produce a pack of digital communication tools for partners, such as digital banners, social media templates, etc.
- Include restaurants and bars' promotions in the media and KOL campaigns to secure success and awareness about the ESDS campaign.
- To suggest incentives and prizes for the best performing promotions (e.g. hampers, Spanish gastronomic experiences, financial incentives, etc.).
- To communicate with participating venues, encouraging them to commit to the campaign with extensive promotions.
- To elaborate reports on the impact of on-trade promotions that include visual evidence of the promotions.

Important notes:

- The number of promotions (retailer and on-trade) is open to proposals from the agency, bearing in mind that the minimum number required is 30.
- The maximum unit fee payable to the agency must not exceed the following amounts:

PROMOTIONS - WINE AND GOURMET SHOPS / RESTAURANTS	Maximum fee per Promotion (VAT excluded)
First-time partner businesses / venues other than Certified Restaurants / Colmados from Spain	100,000 JPY
Certified Restaurants / Colmados from Spain and/or repeating partner businesses / venues	50.000 JPY

- A list of certified Restaurants and Colmados from Spain can be found in Annex III.

COMMUNICATION AND PUBLIC RELATIONS

Action plan:



Design a communication strategy for the Eat Spain Drink Spain campaign, to be run from September 15th - 30th, 2025 to maximise media coverage and social media presence before, during and after promotions, as well as obtain targeted quality partner venues for the campaign. The strategy must include the following elements:

- Provide a detailed PR plan, indicating tactics, targets, and timeline.
- Generate press and social media coverage on Spanish food, wines, and trends as they relate to the Eat Spain Drink Spain and campaign partners.
- Write and create all materials, including press releases, media alerts, etc.
- Support ongoing marketing and public relations efforts by Foods and Wines from Spain (FWS) in the context of the Eat Spain Drink Spain campaign.

Website:

- Provide content to dedicated event webpages on the www.foodswinesfromspain.com website, which will serve as a hub for details of all retailer and hospitality promotions. Examples of similar Eat Spain Drink Spain event pages can be found via the following link:

<https://www.foodswinesfromspain.com/en/upcoming-events/trade-shows-detail-four/eat-spain-drink-spain-uk-2024>

- Well written content about the campaign, as well as relevant news and alerts should be published in the relevant sections of the website throughout the weeks leading up to the campaign, to maximise the interest and quality of partner venues.

Note: All paid content will become the property of ICEX.

Social Media:

The Agency should deliver a detailed social media communication calendar indicating the target date for each of the following:

- Create new content and regular posts for Foods and Wines from Spain (FWS) main social media channels:

<https://www.instagram.com/spainfoodwine>

<https://www.facebook.com/FoodsWinesFromSpain>

- Generate excitement and interest in the Eat Spain Drink Spain promotions before, during and immediately following the campaign. Collaborations with prominent social media communicators and influencers is recommended, ensuring that these KOLs link in their publications to the Food & Wines from Spain social media.
- A social media communication plan should be created by the Agency for the Eat Spain Drink Spain campaign. The plan should include the creation of posts in the run up to, during and post campaign period. Posts on Foods & Wines from Spain social media accounts are to be completed by the Agency but must be coordinated and approved by ICEX.

REPORTING

The agency must produce a **final report**, to be delivered no later than **25/10/2025** detailing the campaign execution, including the media impact of the campaign. The report should include a



detailed description of promotion strategy, efforts and results, including an analysis of social media activity. Each partner promotion report must include the address and contact person details, as well as visual evidence and graphic material used during the promotions and activities undertaken.

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

3. TERM AND EXTENSION OF THE AGREEMENT

3.1. Term. The described services in the contract will run from the date the agreement is signed by both parties until 30th November 2025.

3.2. Extension. ICEX hereby reserves the right to renew the Agreement with the company awardee for three additional campaigns from the initial Agreement 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 obliged 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 total maximum budget for the project will be 4.800.000-JPY (Four million, eight hundred thousand Japanese yen). Bids will be made in Japanese Yen, **excluding taxes**. However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any. Under no circumstances can the budget be exceeded.

Services provided by 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

4.2. Estimated contract value: The estimated total contract includes the value of the contract and the value of its possible extensions plus its modifications, excluding any applicable taxes. According to the latter, the estimated total value of this contract is a maximum of 20,160,000 JPY (Twenty million, one hundred sixty thousand Japanese yen) excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 4.800.000JPY
- Renewal (first) maximum budget for 2026: 4.800.000JPY
- Renewal (second) maximum budget for 2027: 4.800.000JPY
- Renewal (third) maximum budget for 2028: 4.800.000JPY
- Modifications to the contract: up to 960.000 JPY. This may be possible if it were necessary to increase the number of partnering retailers, restaurants or bars.

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 Tokyo.

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

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

- 5.4. Payment schedule.** ICEX will ensure that half the payment of the contract is made before the 15th of September, once the schedule of events has been delivered.

The other half of the total amount will be paid once the campaign has been executed with conformity and the final campaign report has been submitted, no later than 25/10/2025.

- 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:**

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office, Spanish Embassy,
3FL, 1-3-29 Roppongi, Minato Ku, Tokyo

The Agency invoices will contain the following elements:

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

6. REQUIREMENTS

- 6.1 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 7,200,000JPY, on the best of the past three years.



6.2 Technical solvency requirements. The company must have a strong and proven track record in marketing and event executions. The technical solvency of the company shall be demonstrated by submitting similar activities carried out in 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. 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 Economic and Commercial Office in London.

It is expected that a minimum of three staff members are assigned to this project:

- Project leader: responsible for coordinating the entire campaign. Having a proven track record of 7 years coordinating promotion activities is required.
- Media coordinator: responsible for executing and reporting on the media campaign. A proven track record executing media campaigns on social media and collaborating with media, and 5 years of relevant experience is required.
- One analyst: responsible for assisting the coordinators in the execution of the campaign and preparing the necessary materials for the execution and tracking of the campaign. Three years of minimum experience executing similar campaigns is required.

The Agency will notify the Economic and Commercial Office in 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 Economic and Commercial Office in Tokyo to monitor the development of the project. These meetings can be held via videoconference.

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



7. EVALUATION CRITERIA

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

EVALUATION CRITERIA		Scores (Max.)
I. Price competitiveness of the tender		30
For the Communications and PR element of the campaign, the offer with the lowest budget (up to a maximum of 3,120,000JPY) will receive the highest score, and the rest will obtain the proportional score. Most economical offer = maximum score. Other offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) x maximum score per criteria.		20
For the retailer promotions, the offer with the lowest unitary budget (maximum of 100,000 JPY per unit) will receive the highest score of the item, and the rest will obtain the proportional score. Most economical unitary budget offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical unitary offer / price of offer) x maximum score per criteria.		5
For the restaurants and bars promotion, the offer with the lowest unitary budget (maximum of 100,000JPY per unit) will receive the highest score of the item, and the rest will obtain the proportional score. Most economical unitary budget offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical unitary offer / price of offer) x maximum score per criteria.		5
Financial Proposals that exceed the maximum available contract budget will not be considered. Unitary prices multiplied by the secured collaborations cannot exceed the maximum budget.		
II. Technical Proposal		70
ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the campaign, assigning points as described below.		
- Media and KOL promotion campaign plan (max. 30 points): ICEX will assess the quality and ambition of the proposed media campaign. This includes evaluating: - the suitability of partnering media and the extent of the collaboration (max. 12 points) - the suitability of influencers and the extent of the collaboration (max. 12 points). - the established KPIs on views and interactions of the KOL's campaign (max. 6 points).		30
Retailer promotions in wine shops, gourmet shops, specialised online shops and supermarkets (max. 20 points): ICEX will assess the quality and prestige of suggested partnering retailers, other than first-time partners or Colmados from Spain.		20
On-trade promotions (max. 20 points). ICEX will assess the quality and prestige of suggested establishments, other than first-time partners or Restaurants from Spain.		20
Proposals that do not receive at least 15 points for the media plan, 10 points for retailer promotions and 10 points for the on-trade promotions will be automatically excluded.		



TOTAL	100
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The elements of the proposals - other than price and automatic criteria- will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Poor
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.

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.
- **Team CV Submission Requirement** All proposals must include complete and up-to-date CVs for every member of the team responsible for executing the campaign. The CVs should detail each individual's relevant experience, qualifications, and specific role within the project.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 7,200,000JPY in the best of the last three years.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal must not contain any reference to price and must not exceed 75 pages.

Tenderers must submit a detailed technical proposal that meets all the requirements set out in section 2 ("What we require") and all the evaluation criteria set out in section 7.1. II., including deliverables.

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



- 8.4.1. Taxes.** ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes – if any – are clearly separated.
- 8.4.2. Currency.** The proposal will be drafted in **Japanese Yen (JPY)**.

9. SUBMISSION OF PROPOSALS

- 9.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in 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.
- 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 **8/05/2025** 9:00 CET. Proposals not submitted within the deadline will be automatically excluded.
- 9.2.1. Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).
- 9.2.2. Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
- 9.2.3. Language.** The proposal will be drafted and presented in English or Spanish.
- 9.2.4. Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.
- 9.3. Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.
- 9.4. Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.
- 9.5. Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- 9.6. Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3



(Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.

- 9.7. Selection of company.** 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 **25/04/2025** 9:00 CET only via the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

10. PROCUREMENT BOARD

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

President	María Naranjo	Director - Agrifood Industry Department. ICEX (Spain)
Substitute	Salomé Martínez	Deputy Director - Agrifood Industry Department. ICEX (Spain)
Member	Laura Velasco	Head of Department - Gastronomy. ICEX (Spain)
Substitute	Ascensión Martín	Head of Sector - Gastronomy. ICEX (Spain)
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX (Spain)
Substitute	Isabel Arias	Member of the Procurement Department. ICEX (Spain)

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] nº. 67 of 19 March 2025

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 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

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

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



as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

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

6. EUROPEAN FUNDING

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>

