

**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](mailto:tenders@icex.es)

**REQUEST FOR PROPOSALS**  
**Submission:** [tenders@icex.es](mailto:tenders@icex.es)  
**Closing:** May 16th 2026 9:00 CET

Date: May 6th, 2026

|   |   |
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| Who is contracting  | ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Tokyo  |
| Contract number   | <b>X078-06-2026</b>   |
| Proposal's request  | Seeking to engage a market research and consulting company to conduct research analysing consumption trends, marketing and communication strategies for organic products in Japan   |
| Timing, dates and number possible of renewals                         | From date of signature until 30 <sup>th</sup> June 2026. No extensions  |
| Max. budget for contract excluding renewals                           | <b>7,246,377 JPY</b> (seven million two hundred forty-six thousand three hundred seventy-seven Japanese Yen) <b>tax excluded</b>  |
| Contract value including renewals                                     | There're no renewals.   |
| Qualifying prerequisites  | <ul style="list-style-type: none"> <li>- <b>Financial solvency:</b> financial accounts for the best of the last three years and minimum of 7,246,377 JPY.</li> <li>- <b>Technical solvency:</b> proven track record in the market research within the <b>Food &amp; Beverage (F&amp;B)</b> sector in Japan.</li> <li>- <b>Team requirements:</b> a minimum of three staff members and a designate primary contact person</li> </ul>   |
| Points to be assigned based on evaluation of your proposal            | Price (max. 30 points), Technical (max. 70 points)  |
| Documents to be submitted separately, which together are the proposal | <ul style="list-style-type: none"> <li>- <b>The proposal for each market study:</b><br/>Consists of <b>three separate submissions</b> that all together represent the proposal. Each individual submission needs to be emailed to this address only: <a href="mailto:tenders@icex.es">tenders@icex.es</a> by <b>May 16<sup>th</sup> 2026 9:00 CET</b>. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.</li> <li>- <b>The three submissions:</b> <ol style="list-style-type: none"> <li>1. Documentation demonstrating qualifying prerequisites, and administrative requisites.</li> <li>2. Technical offer (the work proposal / scope of work)</li> <li>3. Financial offer (price)</li> </ol> </li> </ul> |
| Contact for questions   | Only written questions by email before May 9 <sup>th</sup> 9:00 CET to <a href="mailto:tenders@icex.es">tenders@icex.es</a>   |

INFORME DE FIRMA, no sustituye al documento original | C.S.V. : GEN-b37f-a794-3f60-3a28-7977-46d9-43fb-b128 | Puede verificar la integridad de este documento en la siguiente dirección: <https://run.gob.es/hsbIF8yLcR>



**ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX)**, represented by the Economic & Commercial Office of Spain in Japan, invites companies to submit their proposals for a market research into the consumption trends, marketing and communication strategies for organic products in Japan.

**ICEX** ([www.icex.es](http://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](http://www.mineco.gob.es)), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

## 1. PROJECT DESCRIPTION

### BACKGROUND

One of the key missions of the Tokyo Office, as the representative of ICEX in Japan, is to build Spain's food and beverage exports to the Japanese market. To achieve this goal, the Office annually plans, implements, and monitors a variety of activations and initiatives, all coordinated with ICEX's head office in Madrid, Spain.

Each year's programs feature a variety of activations. These activations are designed and tailored based on in-depth knowledge of Japan's food and beverage sectors. This approach ensures that not only are the opportunities, characteristics, challenges, and current trends in the Japanese market considered, but also the strategies being deployed by competing countries whose products rival Spain's offerings in Japan.

Given these requirements, it is essential for the Trade Commission / ICEX to secure expert advice from specialized consulting companies with a thorough understanding and knowledge of the market and its evolving trends. Such companies can provide targeted recommendations and actionable guidelines to inform and shape ICEX's strategy in Japan.

### RESEARCH OBJECTIVES

#### Opportunities for Spanish organic wines and food products in the Japanese market.

The study will analyse consumption trends, marketing and communication strategies for organic products in Japan. The main objective of this project is to reposition Spanish organic production in key international markets, with a specific focus on Japan.

Currently, a significant share of Spain's organic production is marketed in bulk or under private labels - particularly fresh produce - without any clear visibility of its Spanish origin or its organic nature. The project therefore aims to reinforce the value perception and differentiation of Spanish products within the organic and sustainable segment.

It should include an assessment of the presence and visibility of Spanish products across all major commercial channels - grocery retail, large-scale distribution, gourmet/specialty retail and the



HORECA sector - as well as an evaluation of Spain's image and positioning as a producer of organic wines and foods compared with key competitors (Italy, France, Portugal, Greece, etc.).

While related attributes such as sustainability may be considered within the study, they should be addressed as complementary aspects, **clearly differentiated** from the analysis of organic products.

## 2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

ICEX, in collaboration with the Ministry of Agriculture (MAPA), has identified Japan as a key target market for Spain. To deepen its understanding and identify opportunities, ICEX and MAPA aim to engage with one or several consulting companies to conduct four comprehensive market research projects.

These research projects will analyze various aspects of the Japanese market in the food and beverage sectors, pinpointing priorities in each of the mentioned fields, its challenges, and medium-term needs. It will also explore ways in which Spain can act as a strategic partner to help meet these needs, capitalizing on the strengths of the Spanish agrifood industry.

### Objectives of the Study

- Identify main consumer trends and purchasing drivers in the Japanese organic and sustainable product segment.
- Evaluate the presence and visibility of Spanish organic food and wine in different distribution channels.
- Assess how Spanish organic production can be repositioned within mainstream retail channels—including major supermarkets and general grocery distribution—rather than focusing exclusively on 100% organic or specialist stores. This approach is key, as the sector seeks to avoid being confined to a “niche” or “eco-only” category and instead become part of the broader quality food and wine offer.
- Detect barriers and opportunities for the growth of Spanish exports in this market.
- Analyse communication and positioning strategies successfully implemented by other countries and brands.
- Provide actionable recommendations to strengthen Spain's image as a trusted source of high-quality organic products.

### **Scope of each of the four market research projects**

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

#### a) Market Trends

- Evolution of demand and growth projections for organic and sustainable products.
- Impact of sustainability, health, traceability and animal welfare values on purchasing decisions.
- Overview of relevant certifications and regulatory frameworks (e.g. Organic JAS).

#### b) Case Studies

- Leading brands or retailers (Japanese-based and international) that have achieved success in the organic market.
- Examples of product, packaging, communication or distribution innovation.



- Collaborative or co-branding strategies between producers and distributors that could serve as a model for Spanish companies.
- c) Distribution Channels
- Mainstream grocery retail: AEON, ITO-YOKADO, SEIYU/TRIAL, LIFE, SUMMIT and others.
  - Specialised organic/natural retailers: BIO C'BON, BIO-RAL, NATURAL HOUSE, etc.
  - Gourmet and delicatessen stores.
  - HORECA sector: restaurants, hotels and catering businesses with organic offerings.
  - Examine how the use of organic products is valued (or not) within the HORECA sector, identifying examples where restaurants and hospitality businesses communicate their use of organic ingredients as part of their value proposition.
- d) Spain's Image and Positioning
- Consumer and trade perceptions of Spain as a source of organic wines and foods.
  - Identify international best practices (Italy, France, Portugal, Greece, etc.) in positioning, branding, certification, and communication of organic products.
  - Strategic recommendations to enhance Spain's positioning within the Japanese organic segment.
- e) Recommendations and opportunities
- Provide practical and actionable guidance to increase the presence and visibility of Spanish companies across mainstream retail and HORECA channels in Japan.

The Consultancy will be responsible for the following deliverable:

- A comprehensive market report for the research project, in PDF format, to be **delivered** by June 15<sup>th</sup>, **2026**. The report must include detailed case study information, findings, and analysis, as well as relevant insights

### 3. TERM AND EXTENSION OF THE AGREEMENT

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- 3.1. Term.** The described services in the contract will run from the date the agreement is signed by both parties until June 30<sup>th</sup> 2026.
- 3.2. Extension.** No extensions.

### 4. BUDGET

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- 4.1. Maximum Budget (all tax excluded):** the total maximum budget for the project will be **7,246,377 JPY**, excluding taxes. 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: 7,246,377 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 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. Bank transfer details.** Payment for this project shall be remitted exclusively to a Japanese bank's account (to ensure smooth remittance procedures, a bank account with Sumitomo Mitsui Banking Corporation is highly recommended).

**5.4. Payment schedule.** Payment Schedule. ICEX shall ensure payment by June 15<sup>th</sup> 2026 upon submission of the invoice.

**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

Regarding the consumption tax, amounts exceeding 40,000 JPY related to foreign diplomatic establishments are to be treated as duty-free. The concerned agency must apply to the Ministry of Foreign Affairs to be designated as a " Designated Consumption



Tax-Exempt Store" (消費税免除指定店舗)<sup>1</sup>. However, if the company has already completed this designation procedure when dealing with other embassies, a repeated application is not required. ICEX will forward the duty-free purchase list to the company via postal mail following the completion of payment.

## 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 7,246,377 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 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 company must demonstrate that it possesses the resources necessary for the successful development of the study described in this briefing. To enable an effective evaluation of the capacity to undertake the tasks, the company must detail all technical resources to be deployed and state the names of the core team that is responsible for the project.

The requirements set out below regarding staffing are **mandatory**. Companies that do not present in their offer a team that meets all the requirements, will be excluded. The role of each team member assigned to the project must be **clearly** specified in the company proposal. In addition, their **detailed** CVs must be included in the proposal.

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of at least the same qualifications.

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

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

- **Project Manager:** Senior company member exclusively responsible for the planning, organisation, and overall implementation of the project. This person should have a minimum of 3 years - within the last 6 years - of verifiable experience in the sectors of the study in Japan
- **Senior Consultant:** Senior company member with a background in statistics and data analysis and proven ability in sample choice and data exploitation. This person should

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<sup>1</sup> For further information regarding the procedure, please refer to the [NATIONAL TAX AGENCY](#)



have a minimum of 3 years - within the last 6 years - of verifiable experience in statistics and data analysis.

- **Assistant Project Manager:** Designated team member, with a minimum of 2 years' experience, exclusively responsible for all reporting to ensure compliance on a timely basis with ICEX's requirements

The company must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Economic and Commercial Office in Tokyo.

The company 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.

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 conducted either virtually or in person.

**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.) |
|---|---------------|
| <b>I. Price competitiveness of the tender</b>   | <b>30</b>     |
| <ul style="list-style-type: none"> <li>• The offer with the lowest budget (up to a maximum of 7,246,377 JPY) will receive the highest score, and the rest will obtain the proportional score.<br/>Most economical offer = maximum score.<br/>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.</li> </ul> <p>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.</p>   | <b>30</b>     |
| <b>II. Technical Proposal</b>   | <b>70</b>     |
| <p>ICEX will assess the quality of the proposal and the extent to which it effectively meets the project's strategic aims. Points will be awarded as follows:</p> <p>1. Methodology, Databases &amp; Fieldwork Scope (<b>Max. 20 points</b>) Evaluation of the robustness and depth of the proposed research method. Special attention will be paid to:</p> <ul style="list-style-type: none"> <li>• <b>Primary Information Sources:</b> The quantity and quality of the proposed <b>Store Checks</b> (number of stores/channels audited) and <b>Interviews</b> (relevance of the selected importers/distributors). (<b>Max. 8 points</b>)</li> <li>• <b>Qualitative Approach:</b> The methodology proposed for the <b>Consumer Insight</b> section (e.g., focus groups, sensory tastings, or in-depth interviews) to validate the "Ie-Nomi" and salt-tolerance hypotheses. (<b>Max. 8 points</b>)</li> </ul> |               |



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|---|------------|
| <ul style="list-style-type: none"> <li>• <b>Data Sources:</b> Access to reliable market data panels (e.g., Nikkei, Intage, governmental statistics). <b>(Max. 4 points)</b></li> </ul> <p>2. Strategic Focus &amp; Actionability <b>(Max. 15 points)</b></p> <ul style="list-style-type: none"> <li>• Assessment of how the proposal translates raw data into <b>actionable business intelligence</b>. <b>(Max. 5 points)</b></li> <li>• We will value proposals that clearly define how they will build the "Go-to-Market" strategy (the "How-to") rather than just describing the market status (the "What"). <b>(Max. 10 points)</b></li> </ul> <p><i>Note: This corresponds to the "Innovations or improvements" section of the standard model, focusing on the strategic utility for the Spanish sector.</i></p> <p>3. Project Timeline &amp; Milestones <b>(Max. 20 points)</b></p> <ul style="list-style-type: none"> <li>• Degree to which the proposed project timeline is realistic, clear, and detailed. <b>(Max. 10 points)</b></li> <li>• Inclusion of specific milestones for <b>partial deliveries</b> (e.g., "Fieldwork completion," "Draft Report," "Final Presentation") that allow ICEX to monitor progress effectively. <b>(Max. 10 points)</b></li> </ul> <p>4. Report Design &amp; Communication <b>(Max. 15 points)</b></p> <ul style="list-style-type: none"> <li>• Originality of the proposed design for the report. <b>(Max. 7,5 points)</b></li> <li>• Use of <b>infographics, visual maps</b> (e.g., distribution flowcharts), and graphic elements that facilitate the understanding of complex supply chains by Spanish exporters. <b>(Max. 7,5 points)</b></li> </ul> <p>&gt; <b>Minimum Threshold:</b> Technical Proposals that do not receive at least <b>35 points</b> (out of 70) will be automatically excluded.</p> |            |
| <b>TOTAL</b>  | <b>100</b> |

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.
- **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 7,246,377 JPY, on the best of the past three years.
- **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.
- 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.
- **Documentation evidencing beneficial ownership** (projects financed by the Recovery, Transformation and Resilience Plan). In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.

In addition to this document, bidders must complete all requested data in Annex 2 and include the completed **Annex 2** in Document 1.

Failure on the part of the tendering companies to submit documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated will be grounds for exclusion from this procedure

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



- 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](mailto:tenders@icex.es) before **May 16<sup>th</sup> 2026 9:00 CET**. Proposals not submitted within the deadline will be automatically excluded.
- 9.2.1. Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).
- 9.2.2. Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
- 9.2.3. Language.** The proposal will be drafted and presented in 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 May 9<sup>th</sup> 2026 9:00 CET only via the e-mail [tenders@icex.es](mailto:tenders@icex.es). In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

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

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- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the company in accordance with the instructions received from ICEX, if any of the deadlines applicable to the company are not met, or if there is any failure to fulfil the obligations established in the contract. All of the above is without prejudice to any claims for damages that might arise.
- b. **Cancellation, postponement or modifications of actions.**
  - i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.
  - ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.
  - iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

### 4. CONTRACT AND JURISDICTION

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

### 5. DATA PROTECTION

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



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

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

## 6. EUROPEAN FUNDING

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

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

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

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

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

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

This procurement file is financed by the European Union's Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094 of December 14 and Regulation (EU) 2021/241 of February 12, 2021, of the European Parliament and the Council, which regulate and approve the European Union



Recovery Instrument to support recovery following the COVID-19 crisis, and the Recovery and Resilience Facility (RRF). Specifically, this action falls under Component 32 related to Support for Recovery and Resilience in response to natural disasters, and within it, Investment 05 on the evaluation of support programs for the internationalization of companies in territories affected by the DANA and to address the tariff crisis.

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

