



Invitation to tender No CO/6-18Q

DOCUMENT NO 1

TENDER SPECIFICATIONS

TITLE: PROCUREMENT OF THE SERVICES OF A COMPANY FOR THE EVALUATION OF THE PROFICIENCY OF PHYSICO-CHEMICAL AND SENSORY TESTING LABORATORIES AND/OR METHODS OF ANALYSIS, FOR ASSISTANCE AND TRAINING, AND THE AGREEMENT FOR THE QUALITY CONTROL OF THE OLIVE OILS AND OLIVE-POMACE OILS SOLD ON IMPORT MARKETS

Purpose of the contract

The purpose of these specifications is to hire the services of a company to conduct the interlaboratory tests held by the International Olive Council (IOC) (an international intergovernmental organisation headquartered in Madrid at calle Príncipe de Vergara, 154, Madrid, Spain – www.internationaloliveoil.org), to perform the statistical processing of the test results, to collaborate in the panel assistance and training programme and to conduct check tests of oils included in the Agreement for the quality control of the olive oils and olive-pomace oils sold on import markets.

As part of its activities in the area of olive oil chemistry and standardisation, the IOC conducts annual proficiency check tests of physico-chemical and sensory testing laboratories wishing to obtain IOC recognition.

In addition, it studies and reviews methods of analysis to guarantee the quality and authenticity of olive products, for which purpose it holds ring tests to validate the methods.

- **Tasks to be performed by the Contractor**
 - **One annual international interlaboratory check test of physico-chemical testing laboratory proficiency and statistical processing of the test results**

Each year, the IOC grants recognition to applicant physico-chemical testing laboratories that fulfil the pertinent requirements established by the IOC. The laboratories must prove their proficiency in the application of IOC-recommended methods in an annual test performed on four samples.



The Contractor will conduct this interlaboratory test and will statistically process the data with a view to the award of IOC recognition to the physico-chemical testing laboratories that prove they are competent in the application of the methods of analysis.

The test will be annual and will comprise a minimum¹ of four samples per laboratory for around 130 participant laboratories and 60 determinations, which will be performed in duplicate. As a guideline, 104 laboratories from the following countries participated in the 2014 test: Argentina, Australia, Brazil, Canada, China, France, Germany, Greece, Iran, Israel, Italy, Morocco, Portugal, Slovenia, Spain, Syria, Tunisia, Turkey, the United States and Uruguay.

The Contractor will send the participants in each country the necessary protocol for the performance of the test, which will be provided by the IOC Executive Secretariat.

The Contractor will manage the organisation of the test and will see to the following:

- It will supply the oils for the samples according to the composition indicated by the IOC Executive Secretariat.
- It will define the types of sample, container, storage criteria and packaging and shipment conditions in line with the instructions of the IOC Executive Secretariat:
 - A 250-ml container (for the proficiency check test) and a 125-ml container will be prepared of each sample (the latter will be kept as a control sample for subsequent dispatch to the participant laboratories for training purposes together with a report detailing the results of the laboratories that had no error in the proficiency check test).
 - The containers, of 150 and 250 ml capacity, will be made of tinted glass or food-grade PET and will be fitted with a tamper-evident cap. The samples will be kept away from light in a dry place at a temperature between 4 °C and 10 °C. They will be properly packaged to prevent breakages. The fastest, safest means of shipment will be used.
- It will draw up the preliminary documentation, including the instructions for the performance of the test.
- It will carry out the sample homogeneity and stability testing.

¹ This is clearly a guideline. The number of samples, laboratories, determinations and shipment countries may vary.



- It will prepare and randomly or lot code the samples and ship them to the participants. It will use a web tool for the receipt of the results and it will perform the data and statistical processing. All the results received will be processed according to the established criteria. Any variations will be reported in writing. The statistical methodology will be provided by the IOC Executive Secretariat.
- It will prepare and ship the control samples to participants together with the accompanying report and certificates, in the conditions specified by the Executive Secretariat.
- It will handle and answer any clarifications or queries from the laboratories in agreement with the Executive Secretariat.

The Contractor will issue a report and conclusions on the results of the annual interlaboratory test conducted to check the proficiency of physico–chemical testing laboratories. The report will specify at least the following:

- Statistical methodology used
- Set of results obtained
- Outliers, and their causes
- Results obtained and comments
- Graphs providing an interpretation of the results
- Recommendations and conclusions, if any

The report will be written within 30 days at the most of receipt of all the data in line with the time limits fixed by the Executive Secretariat.

A representative of the Contractor will have to participate, at its expense, in the two meetings of the technical expert committee held at the IOC headquarters to organise the test and present the results.

The Contractor will send the final report to the laboratories.

The Contractor will deal with any appeals filed by laboratories after receiving the final report and will prepare draft replies for the Executive Secretariat in the light of the comments made by the members of the IOC technical expert committee on the appeals.

- **Assistance and training programme**

In this programme, the contractor will prepare an evaluation system in accordance with the requirements of the requirements of the IOC, including the protocols required for its operation and follow-up. It will also provide additional samples of 250 ml. of the physico-chemical analysis to any participant that requests it, following their payment. Likewise, the applicant laboratory will pay for the costs of the assistance services of an expert, in accordance with the provisions of the protocol.



- **Two international interlaboratory tests and statistical processing of the test results for the recognition of sensory testing laboratories**

Each year, the IOC grants recognition to sensory testing laboratories which are accredited by the competent authority of their respective countries, which submit an application for recognition through that authority, and which prove their competence when applying the methods of analysis recommended by the IOC in two annual tests, each conducted on five samples.

The Contractor will conduct two interlaboratory tests a year and will statistically process the test results obtained with a view to the award of IOC recognition to the sensory testing laboratories that prove their competence in the application of the methods of analysis. Each test will comprise a minimum² of five samples per panel and around 90 participant tasting panels in each test. In addition, each tasting panel will be supplied with additional 500-ml samples of each of the five samples. These additional control samples will be shipped separately at the same time as the test samples.

As a guideline, 77 panels from the following countries participated in the 2017 tests: Argentina, Australia, Chile, Croatia, Cyprus, France, Germany, Greece, Israel, Italy, Jordan, Latvia, Lithuania, Morocco, New Zealand, Portugal, Slovenia, Spain, Switzerland, Syria, Tunisia, Turkey, the United States and Uruguay.

The Contractor will send the participants in each country the necessary documentation for the performance of each test, which will be provided by the IOC Executive Secretariat.

The Contractor will manage the organisation of each of the two tests and will see to the following:

- It will supply the oils for the samples according to the composition indicated by the IOC Executive Secretariat.
- It will define the types of sample, container, storage criteria and packaging and shipment conditions in line with the instructions of the IOC Executive Secretariat:
 - The containers, 500 ml capacity, will be made of tinted glass or food-grade PET and will be fitted with a tamper-evident cap. The samples will be kept away from light in a dry place at a temperature between 4 °C and 10 °C. They will be properly packaged to prevent breakages. The fastest, safest means of shipment will be used.
- It will draw up the preliminary documentation, including the instructions for the performance of the tests.
- It will carry out the sample homogeneity and stability testing.

² This is clearly a guideline. The number of samples, panels and shipment countries may vary.



- It will prepare and randomly or lot code the samples and ship them to the participants in the conditions specified by the Executive Secretariat. It will use a web tool for the receipt of the results and it will perform the data and statistical processing. All the results received will be processed according to the established criteria. Any variations will be reported in writing. The IOC Executive Secretariat will provide the statistical methodology.
- It will handle and answer any clarifications or queries from the laboratories in agreement with the Executive Secretariat.

The Contractor will issue a report and conclusions on the results of each sensory testing interlaboratory test. The reports will specify at least the following:

- Statistical methodology used
- Set of results obtained
- Results obtained and comments
- Graphs providing an interpretation of the results
- Recommendations and conclusions, if any

Each test report will be written within 30 days at the most of receipt of all the data in line with the time limits fixed by the Executive Secretariat.

A representative of the Contractor will participate, at its expense, in the two meetings of the organoleptic assessment experts held at the IOC headquarters to organise the tests and present the results.

The Contractor will send each test report to the participants on the date agreed by the IOC Executive Secretariat.

The Contractor will deal with any appeals filed by panels after receiving the final reports and will prepare draft replies for the Executive Secretariat in the light of the comments made by the organoleptic assessment experts on the appeals.

- **Assistance and training programme**

In this programme, the contractor will provide additional 500 ml samples for the two sensory analysis tests, to any participant panel, subject to the receipt of a request and payment for their shipment.

- **International ring tests for the validation of methods of analysis and statistical processing of the test results**

As a feature of its activities in the areas of olive oil chemistry and standardisation the IOC periodically studies and reviews methods of analysis to guarantee the quality and authenticity of olive products, for which purpose it holds ring-tests to validate the methods.



The Contractor will have to supply the oils, perform the statistical study and draft the pertinent report for any ring tests that arise through the year. No more than five ring tests will be held each year and the number of participant laboratories in each one will vary between 10 and 20.3

- **Services required under the Agreement for the quality control of olive oils and olive-pomace oils sold on import markets**

Collaboration with the IOC for the reception of samples, checking of labelling, entry in the database, preparation and codification of samples, sending the samples to IOC-recognised laboratories for their physico-chemical analysis under each period, issuing results and in the event of anomalies, managing the procedure of counter-analysis established in the Agreement. The costs of this service will be borne by the signatory associations to this Agreement.

As a guideline, 250 oils were received in 2017. This could increase from year to year.

INDICATIVE TIMELINE:

1st SEMESTER 2018

- Preparation of samples and shipment of the international collaborative test to check the proficiency of the physico-chemical testing laboratories and statistical processing of the results.
- Preparation of samples and shipment of the international collaborative tests and statistical processing of the results for the recognition of sensory testing laboratories
- Preparation of the assistance and training protocol for physico-chemical testing laboratories
- Shipment of samples under the assistance and training programme for sensory and physico-chemical testing
- International ring tests for the validation of methods of analysis and the statistical processing of results
- Services to be conducted under the Agreement for the quality control of olive oils and olive-pomace oils sold on import markets

2nd SEMESTER 2018

- Drafting and dispatch of report on the results of the annual international collaborative test to monitor the proficiency of physico-chemical testing laboratories

³ This is clearly a guideline. The number of tests, participant laboratories and shipment countries may vary.



- Drafting and dispatch of the report of the results of the annual international collaborative test to monitor the proficiency of sensory testing laboratories
- Assistance and training programme
- International ring tests for the validation of the methods of analysis and statistical processing and their results
- Services to be conducted under the Agreement for the quality control of olive oils and olive-pomace oils sold on import markets
- Monitoring and assistance of physico-chemical testing laboratories.

The Executive Secretariat of the IOC will establish the definitive timeline with the dates of each service and will communicate it to the contractor.

- **Required profiles**

The Contractor will perform all the services tendered, at the least those detailed in these tender specifications.

The Contractor will have extensive knowledge of statistics and international standards and will have experience of organising interlaboratory tests.

The Contractor will supply such certifications, approvals, authorisations, operator licences and general documentation as may be required under the laws and regulations in force.

The Contractor will take every action or step necessary to comply with the applicable laws and regulations in force.

The Contractor will provide, at its expense, the means and resources necessary to perform the services tendered.

The Contractor will be liable for damage to persons, property or third parties caused as a result of activities performed under the services rendered and will take out insurance against any such eventualities that might occur in the performance of the said services.

- **Documentation**

The documentation will be presented in an envelope containing in turn three sealed envelopes containing:

Envelope 1: Administrative dossier

1. **Details of tenderer:** Name of tenderer. Business name and address. Telephone and fax numbers. E-mail address. Tax identification number. Contact person. Cover letter and completed annexes.
2. **Proof of economic and financial capacity,** as furnished by the following:
 - (a) Statements from financial establishments.



- (b) Statement of the overall turnover of the company during the last three financial years, including the financial balance sheet.
 - (c) Any other documentation the tenderer considers appropriate to prove its capacity which is deemed adequate by the International Olive Council.
3. Proof of technical or professional capacity, as furnished by the following:
- (a) A list of the services provided in the past three years similar to those required under this invitation to tender.
 - (b) Details of the professional team that will work on this project, including their CVs.
 - (c) Any other documentation the tenderer considers necessary to prove its technical or professional capacity.
4. Signed statement by the Contractor guaranteeing confidentiality and the absence of any conflict of interest.

Envelope 2: Financial offer

The price tendered must be broken down into four parts.

First part: Breakdown of the cost of the services in points 1, 2 and 3 below:

1. Budget including the supply of the oils for the samples and sample preparation, homogeneity and stability testing, random or lot coding in the conditions specified by the IOC Executive Secretariat and shipment to the participants (Stage one of the tests).
2. Budget including data processing via a web tool, statistical processing of the tests, presentation to the technical expert committee and organoleptic assessment experts, subsequent transmittal of the results to the laboratories and handling of any appeals (Stage two of the tests).
3. Budget including the creation of an evaluation and compliance system according to IOC requirements and the protocol and the monitoring of the assistance programme for physico-chemical and organoleptic testing laboratories.

Second part: cost of the services in point 4 below:

4. Budget including the assistance and training services that will be covered by the physico-chemical and sensory testing laboratories.



Third part: cost of the services in point 5 below:

5. Budget including the services to be conducted under the Agreement for the quality control of olive oils and olive-pomace oils sold on import markets that will be covered by the signatory associations to the Agreement.

Fourth part: cost of the services in point 6 below:

6. Budget for the preparation of reference samples.

The price tendered will be denominated in euros (stated in figures and letters) and will be inclusive of VAT and other applicable taxes and charges. It will include all the entitlements and obligations specified in these tender specifications.

The price tendered will likewise include all the expenses in which the tenderer will have to incur for the provision of the services concerned, including the necessary materials, transport and travel and the fees and salaries of any staff.

Envelope 3: Technical dossier

The tender must clearly present the proposed plan of action, including a full, clear and detailed description of all the services tendered, the estimated timing of action and the team that will be involved in each stage of the project.

The IOC will examine the proposal submitted by the tenderer, including any additional services proposed.

- **Time-line proposal**

The proposal will be made on the basis of the indicative timeline of these specifications.

- **Exclusion criteria**

Contracts may not be awarded to tenderers who, during the procurement procedure:

- (a) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;



- (d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes;
- (e) have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- (f) following another procurement procedure, have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

- **Selection criteria**

These criteria will allow evaluation of the technical, professional, financial and economic capacity of the tenderer for the purposes of performing the contract.

- **Award criteria**

Finally, eligible tenders will be evaluated according to the following parameters:

- ✓ Price (40%)
- ✓ Professional experience of other similar work (20%)
- ✓ Services tendered (30%)
- ✓ Additional services (10%)

- **Duration of the contract**

The maximum duration of the framework contract will be four years. The contract will be implemented by means of order forms.

The tendered price may vary from year to year. In the event of an increase, this must not exceed the increase in the consumer price index over the last twelve months, in accordance with the official data provided in writing by the National Institute of Statistics for the general index.

- **Security deposit**

The IOC will require the contractor to provide a prior security deposit to ensure the full execution of the contract, according to the model contract attached.

The deposit will be denominated in euros and will be paid by an authorised bank of financial institution with a view to provide an irrevocable guarantee of the contractor's obligations.



- Other

The award procedure will be governed by the terms of these tender specifications, the tender documents, the provisions of the Financial Regulation of the International Olive Council, the provisions of the implementing procedures and such present or future provisions as may be applicable.

After receiving the tenders, the Executive Secretariat reserves the right not to award the contract and to renegotiate with the tenderers that were given the best evaluation.

Up to the point of signature of the contract, the Executive Secretariat may cancel the procurement procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.

All the work and information produced by the Contractor in the performance of the contract will be the property of the International Olive Council. The Contractor may not object thereto by claiming copyright.

The Executive Secretariat reserves the right to interpret these tender specifications.

Participation in this procurement procedure implies acceptance in full by the tenderer of all the clauses of the tender specifications and any obligations deriving therefrom.

Madrid, 23 February 2018

Abdellatif Ghedira
Executive Director

