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Referencia de la licitación: CO/01-19 PROM

TÍTULO: CONTRATACIÓN DE UNA AGENCIA DE RELACIONES PÚBLICAS EN JAPÓN

Descripción: Contrato Marco;

Procedimiento: Abierto;

Objeto del contrato: El objeto del presente pliego es la selección de una Agencia de Relaciones Públicas encargada de la realización de eventos del Consejo Oleícola Internacional que tendrán lugar tanto en Japón como en España y para organizar viajes de estudios del "Olive Oil Study Group" desde Japón a otros Países Miembros del COI, así como de la organización de eventos previstos por el "Olive Oil Study Group" en Japón.

Tipo de contrato: Contrato Marco con una duración máxima de 2 años.

Procedimiento de licitación: Abierto.

Fecha de publicación/envío de la invitación para participar: 2 de Agosto de 2019

Fecha límite de recepción de ofertas: 6 de Septiembre de 2019.

Fecha de apertura pública: 12 de Septiembre de 2019, 10.00h

Lugar de recepción de ofertas: Consejo Oleícola Internacional, Príncipe de Vergara 154, 28002 Madrid.

Lotes: Esta licitación no tiene lotes.

.....
Référence appel d'offres : CO/ 01/19 PROM

TITRE : RECRUTEMENT D'UNE ENTREPRISE DE RELATIONS PUBLIQUES AU JAPON

Description : Objet du contrat

Type de contrat : Contrat-cadre

Objet du contrat : Le contrat a pour objet la sélection d'une agence de relations publiques chargée de la mise en oeuvre des événements qui se dérouleront au Japon et en Espagne, en vue d'organiser les voyages, les lieux de séjour et les séjours des invités japonais du «Groupe d'étude sur l'huile d'olive» du Japon vers d'autres pays membres du COI; , ainsi que de prendre en charge la logistique des réunions prévues par le «Groupe d'étude de l'huile d'olive» au Japon.

Procédure d'appel d'offres : Ouvert.

Date de publication/envoi de l'avis de marché : 2 Août 2019.

Date limite de réception des offres : 6 Septembre 2019.

Date d'ouverture publique : 12 Septembre 2019, à 10.00 h

Lieu de réception des offres : Conseil Oléicole international, Calle Príncipe de Vergara 154, 28002 Madrid.

Lots : Cet appel d'offres ne contient pas de lots.



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Bid Reference: CO/4/19 PROM.

TITLE: RECRUITMENT OF A PUBLIC RELATIONS AGENCY IN JAPAN.

Description: Subjet of the contract

Type of contract: Framework contract

Purpose of the contract: The purpose of the contract is the selection of a Public Relation Agency in charge of the implementation of the events which will take place in Japan and in Spain, to organize travels, venues and stays of the Japanese guests of the "Olive Oil Study Group " from Japan to other IOC Member Countries; , as well as of take care of the logistic of the meetings scheduled by the "Olive Oil Study Group" in Japan .

Tendering procedure:Open.

Date of publication/delivery of the invitation to participate: August 2nd , 2019.

Deadline for applications:September 6th , 2019.

Address for applications: International Olive Council, Príncipe de Vergara 154, 28002, Madrid

Date of public opening: September 12th, 2019, 10.00 h a.m,

Consignments: This bid does not include consignments.



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INTERNATIONAL OLIVE COUNCIL
Economy and Promotion Unit
Invitation Letter /Contract Notice CO/01/19/Prom

Executive Secretariat
c/ Principe de Vergara 154,
28002 MADRID
Spain

BY REGISTERED MAIL

Madrid, August 2nd, 2019

Subject: Letter of Invitation to Tender – Recruitment of a public relations Agency in Japan

Dear Sir or Madam,

1. The Executive Secretariat (the 'contracting authority' for the International Olive Council for the purposes of this Call for Tenders) is pleased to enclose the Call for Tenders relating to the above mentioned contract notice, consisting of the specifications listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity, and the draft contract.

2. If you are interested in this public contract, please submit your tender no later than **6 September 2019**.

3. Applicants may choose to submit tenders:

A – EITHER by registered post or by courier not later than **6 September 2019**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

INTERNATIONAL OLIVE COUNCIL (Attn. Executive Director)
Príncipe de Vergara, 154
E-28002 MADRID
SPAIN

B – OR delivered by hand (by the tenderer or by an authorised representative), directly to the following address:



Central Registry
Executive Secretariat of the IOC
Príncipe de Vergara, 154
28002 MADRID
(Attn: Executive Director)

no later than 15.00 on **6 September 2019**. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Executive Secretariat's Central Registry who took the delivery. The department is open from 08.00 to 14.30, Monday to Friday.

ATTENTION: Delivery of tenders is only possible at the address indicated above.

NB: Tenders sent after 6 September 2019, tenders sent to a postal address other than the one indicated above, and tenders submitted through personal delivery (direct or through any authorised representative of the Tenderer, including private messenger service) to a physical address other than the one indicated above, will not be accepted in the framework of the present invitation to tender.

4. The tender must be submitted in triplicate. The tender must consist of a completed original copy, bearing the original signature of the authorised representative of the Tenderer, and marked "Original", and 2 copies respectively marked "Copy 1" and "Copy 2".

*NB: Tenders not consisting of 1 original marked "Original" and 2 copies marked "Copy 1" and "Copy 2", and tenders containing an original not signed, or not signed by the authorised representative of the Tenderer, may **not** be accepted in the framework of the present invitation to tender.*

5. The tender must be accompanied by a letter signed by the tenderer. In addition, it shall be presented **in an outer envelope** or box (if necessary, depending on the volume of documentation), which in turn shall contain:

- Completed offer **original** envelope (with three corresponding envelopes):
 - ENVELOPE 1 – Administrative documentation
 - ENVELOPE 2 – Financial offer
 - ENVELOPE 3 – Technical report
- Completed offer **Copy 1** envelope (with three corresponding envelopes):
 - ENVELOPE 1 – Administrative documentation
 - ENVELOPE 2 – Financial offer
 - ENVELOPE 3 – Technical report
- Completed offer **Copy 2** envelope (with three corresponding envelopes):
 - ENVELOPE 1 – Administrative documentation
 - ENVELOPE 2 – Financial offer
 - ENVELOPE 3 – Technical report



All envelopes, irrespective of the type of envelope used, must be **sealed with adhesive tape** bearing the **handwritten signature of the tenderer's authorised representative**.

The **outer envelope** should bear the following, in addition to and separately from the postal address:

INVITATION TO TENDER No CO- 01/19 PROM
- NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
- to be internally delivered without opening to the International Olive Council –
Príncipe de Vergara, 154 – 28002 Madrid.

The **THREE inner envelopes** should also bear the following:

INVITATION TO TENDER No CO-01/19-PROM
"ADMINISTRATIVE DOSSIER" OR "TECHNICAL DOSSIER" OR "FINANCIAL
OFFER"
- (...name of Tenderer)
- NOT TO BE OPENED BEFORE September, 12th , 2019 at 10.00 h a.m , BY THE
OPENING COMMITTEE"

NB : These requirements regarding the packaging, sealing and signature of the tenderer's authorised representative are necessary to ensure that the tender has not been opened between the receipt at the Central Registry of the IOC and the date of opening by the Committee.

7. Tenders must also:

- be signed by the tenderer or his duly authorised representative;
 - be perfectly legible so that there can be no doubt as to words and figures;
 - meet the requirements set out in the Terms and Conditions as regards presentation and content.
8. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, shall be 3 calendar months from the given deadline.
9. Contact between tenderers and representatives of the Executive Secretariat is prohibited throughout the procedure, save in exceptional circumstances as defined in the Terms and Conditions.



10. Submission of a tender in the framework of the present invitation to tender implies:
- Acceptance by the tenderer of all the terms and conditions specified in the following documents:
 - this letter of invitation to tender;
 - the tender specifications (see attached Document No. 1);
 - the blank draft contract (see attached Document No. 2);
 - the tenderer identification document (see attached Document No. 3 B), and the financial identification form (see attached Document No. 3 D).
 - Waiver of the tenderer's own general or specific terms and conditions;
 - The successful tenderer is bound by the contract for its entire duration.
11. This invitation to tender is in no way binding on the contracting authority. The contracting authority's legal obligation commences only upon signature of the contract with the successful tenderer.
12. Until the contract is sign, the contracting authority may either abandon the contract or cancel the procurement procedure without the candidates or tenderers being entitled to any compensation. This decision must be substantiated and brought to the attention of the candidates or tenderers.
13. If subcontracting is included in your offer, it is recommended that arbitration be included among the means of settling disputes stipulated in the contract with subcontractors.
14. Processing your response to the call for tenders will involve the registration and processing of your personal data (e.g. names, addresses and CVs). Unless indicated otherwise, the answers to the questions asked and the personal data requested will be necessary to assess your offer as set out in the tender letter, and will only be processed for that purpose by the Executive Secretariat. Upon request, you may access your personal data and rectify those that are inaccurate or incomplete.
- If you have any questions regarding the processing of your personal data, please contact the Executive Director.
15. Please be aware that for the purpose of protecting the financial interests of the International Olive Council, your personal data may be forwarded to the internal audit services. The data of economic operators in one of the situations referred to in articles 75 and 76 of the Financial Regulations may be stored in a central database and communicated to the designated person(s) of the International Olive Council. This also applies to persons with power of representation, decision or control over such economic operators. Any person registered in



the database shall have the right to be informed of his or her data upon request to the accountant at the International Olive Council.

16. If you do not intend to submit a tender under this call to tenders, please notify us in writing before the closing date for the submission of tenders.

17. Tenderers will be informed whether or not their tenders have been accepted.

Yours sincerely,

Abdellatif Ghedira
Executive Director

Madrid, August, 2nd, 2019

Enclosed:

- Document No. 1: Tender specifications
- Document No. 2: Blank draft contract
(including various annexes which form an integral part thereof)
- Document No. 3: Check list and forms to be completed



TENDER SPECIFICATIONS

INTERNATIONAL INVITATION TO TENDER NO. CO/01-19-PROM

TITLE: TENDER FOR THE SELECTION OF A PUBLIC RELATION AGENCY IN JAPAN – YEAR 2019/2020

BACKGROUND

The International Olive Council (IOC) was created in 1959 under the auspices of the United Nations. With headquarters in Madrid (Spain), it is in charge of implementing the International Agreement on Olive Oil and Table Olives, 2015, the purpose of which is to promote trade, consumption and international cooperation in the fields of olive oil and table olives.

As an intergovernmental commodity organisation and international forum for olive producer and consumer nations, the IOC carries out numerous activities to contribute to the advancement of world olive growing.

From June 2015 until February 2018 the International Olive Council has been performing an information campaign on olive oil and olive oil products, focused both on its properties and use and on the international standards on olive oils.

As an outcome, starting from January 1st, 2019 in Japan the first chemical physical laboratory as well as a panel for sensorial analysis of olive oil have been created.

At the same time the IOC Executive Secretariat is working together with the Japanese Government so to achieve an accordance on the International trade standard on the olive oils and consider the possibility of Japan to join the IOC.

In this framework a "**Olive Oil Study Group**" has been set up in the Japanese Parliament, with the aim to pay visits, technical courses, meetings, training, etc. Organized by IOC and /or to IOC headquarters. The Executive Secretariat, on its hand, will participate to various events handled by the Japanese Government, namely by the "**Olive Oil Study Group**".

1) PURPOSE OF THE CONTRACT

The purpose of the contract is the selection of a Public Relation Agency in charge of the implementation of the events which will take place in Japan and in Spain, to organize travels, venues and stays of the Japanese guests of the "**Olive Oil Study Group**" from Japan to other IOC Member Countries; , as well as of take care of the logistic of the meetings scheduled by the "**Olive Oil Study Group**" in Japan .



1. PARTICIPATION IN PROCUREMENT

This procurement is open to any legal persons who accept these specifications in full, have the capacity to act, can provide evidence of their economic, financial and technical or professional capacity and have no liabilities in respect of the IOC Executive Secretariat. Further, their activity or purpose must be directly related to the purpose of the contract and they must have a framework with such human resources and equipment as suffice for performance of the contract.

2.1. Joint tenders

Where a joint tender is made, the tender must clearly define the structure of the offer:

2.1.1. A consortium already in existence

The tender is put forward by service providers who have already created a consortium as a separate and legal entity which is able to submit its statutes, mode of operation and technical and financial capacity and to identify the contributions of the service providers. It is the consortium that will bear the technical and financial responsibility for the contract.

2.1.2. Intention to create a consortium

The tender is put forward by service providers who have not yet created a consortium as a separate and legal entity but plan to constitute one as defined in 2.1.1. above if their joint tender is accepted. In such a case, the Tenderer will have to provide documentation on the legal form and the envisaged draft statutes. A clear description of the mode of operation of the consortium and the various technical and financial contributions of each service provider must be given.

2.2. Subcontracting

Tenders put forward by service providers who do not wish to form a consortium as a separate legal entity and thus effectively constitute an association will be submitted in the form of subcontracting, in which case one of the service providers will assume total responsibility for the tender. This service provider (the "lead contractor") will sign the contract in its name, with the other companies or natural persons then being regarded as subcontractors of the "lead contractor".

All service providers acting as subcontractors need to provide a signed statement to recognise the service provider who acts as lead contractor. Furthermore, the proportion (%) of the contract between the "lead contractor" and each of the subcontractors must be indicated.



3. DESCRIPTION OF THE TASKS OR/AND SERVICES TO BE PROVIDED

The contractor will be responsible for providing a service of a PR Agency in charge of implementing – under the direct specifications of the IOC Executive Secretariat- the bilateral relations between the “Olive Oil Study Group” of the Japanese Government and the IOC Executive Secretariat as it deals to exchange to technical visits, training, course, etc, from Japan to IOC Member Countries, as detailed onwards. List of the events planned:

- 1) Organization of a trip to Madrid for the Japanese Olive Study Group (4/8 persons);
- 2) Management of communication activities between IOC and both Japanese olive oil Importers / Producers and Olive Oil Study Group;
- 3) 2020 JMO’s event organization in Japan:

Budget: The total available budget amounts to 165, 000 € (one hundred sixty-five thousand EUROS), to be allocated as follows:

- 70. 000 € until December, 2019;
- 95. 000 € until December , 2020.

Budget and activities will be subject to IOC availability and could be both modified accordingly. Rates will be denominated in euros (stated in figures and letters) and will be itemised inclusive and exclusive of any taxes and other charges applicable. The rates tendered will include all the entitlements and obligations specified in these tender specifications. They will likewise include all the expenses in which the tenderer will or would 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.

4. ORGANISATION OF THE WORK

Each event will be organized under the direct specifications of the IOC Executive Secretariat.

5. DESCRIPTION OF THE TECHNICAL REQUIREMENTS AND REQUIRED PROFILES

General Requirements:

The contractor will perform all the services tendered, at the least those detailed in these tender specifications, and will provide the means and resources necessary for their performance, at their expense.



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

in force and will take every action or step necessary to comply with such laws and regulations.

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.

Specific requirements

The Agency should be familiar with managing public relations in the field of government institutions dealing with agricultural issues.

6. TIMETABLE AND PHYSICAL LOCATION

The Executive Secretariat and the contractor will mutually agree the timing for the delivery of work. Any change in the delivery deadlines initially scheduled must be approved in advance by the Executive Secretariat.

The activities will start before November , 2019 and will end by December, 31st , 2020.

Location: Japan / IOC Member countries

7. DOCUMENTS

The documentation will be presented in 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, furnished by the following documents:
 - (a) An extract of judicial report of the company and the directors;
 - (b) A certificate on payment of social security;
 - (c) A certificate on payment of taxes;
 - (d) A Statement from financial institutions;
 - (e) Statement of the overall turnover of the tenderer during the last three financial years, including the financial balance sheet.



- (f) Any other documentation the tenderer considers appropriate to prove their capacity and which is deemed adequate by the IOC.

Administrative documentation such as articles of association, bank extracts, etc may exceptionally be submitted in any of the other official languages of the IOC other than English and French (Arabic, Italian or Spanish).

(Note: The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one year old starting from their issuing date and still valid at the date of the request by the IOC)

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) Acceptable proof of experience, such as reference letters, copies of invoices, or certificates clearly indicating the volume of work done, the language combination(s), and the person involved. Self-declarations are not considered as proof;
- (c) A list of all the persons who will be involved in providing the services required (the form provided in Attachment 1 **MUST** be used for this purpose);
- (d) The curriculum vitae of all the persons who will be involved in providing the services required (the standard CV provided in Attachment 2 **MUST** be used for this purpose) to prove fulfilment of the required profile;
- (e) A brief overview of the tenderer (company/agency/consortium ...) (the standard form provided in Attachment 3 **MUST** used for this purpose);
- (f) Photocopies of all degrees and other qualifications to be taken into consideration;
- (g) Any other documentation the tenderers consider necessary to prove their technical or professional capacity.

Envelope 2 - Financial offer:

Budget: The total available budget amounts to 165, 000 € (one hundred sixty-five thousand EUROS), to be allocated as follows:

- 70. 000 € until December, 2019;
- 95. 000 € until December , 2020.

Budget and activities will be subject to IOC availability and could be both modified accordingly. Rates will be denominated in euros (stated in figures and letters) and will be itemised inclusive and exclusive of any taxes and other charges applicable. The rates tendered will include all the entitlements and obligations specified in these tender specifications. They will likewise include all the expenses in which the tenderer will or would 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 tenderer must give a full, clear and CONCISE description of how the services tendered will be provided, accordingly to the requirements previously detailed.

8. EXCLUSION CRITERIA

Tenderers will be excluded from participation in a procurement procedure if:

- (a) they 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) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes;
- (e) they 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, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

9. SELECTION CRITERIA

The capacity of tenderers will be evaluated according to their technical, professional, financial and economic capacity for the purposes of performing the contract.



10. AWARD CRITERIA

Eligible tenders will be evaluated according to the following criteria and weighting:

Criteria	Weighting	Scores
	Minimum	Maximum
Fee	20	40
Quality of services to be provided	10	20
Professional experience of similar work	10	20
Experience in the subject area of olive growing/olives/olive oil	10	20

11. DURATION OF CONTRACT

The maximum duration of the contract will be starting from the signature of the contract by the Executive Secretariat until December, 31st, 2020.

The rates stated in the tender may vary annually. In the event of an increase, such increase may not exceed the increase in the retail price index for the last twelve months according to the official data supplied by the National Statistics Institute of Spain for the general index.

12. CONTACT POINT

The authorised contact point for questions relating to this call for tenders is:

International Olive Council
C/Príncipe de Vergara, 154
28002 Madrid, Spain
Fax: +34 915 631 263
E-mail: iooc@internationaloliveoil.org

All contact must be in writing. Any questions and the pertinent replies will be posted on the IOC website.



13. MISCELLANEOUS

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, the contracting authority 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.

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 there from.

14. PERFORMANCE GUARANTEE

The IOC shall require the contractor to lodge a security in advance in order to ensure full performance of the contract.

The guarantee shall be denominated in Euros and shall be supplied by a bank or an authorised financial institution with the effect of making the bank or financial institution or the third party stand as irrevocable collateral security, or first-call guarantor of the contractor's obligations.

The performance guarantee shall be lodged by the successful tenderer upon the signature of the contract and shall represent 5% of the total value of the contract. It shall expire, at the earliest, upon the finalisation of the contract. In the event of poor contract performance, the guarantee in full shall be retained (in annex).

Madrid, August 2nd, 2019

Abdellatif Ghedira
Executive Director



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CONTRACT NUMBER

The International Olive Council (hereinafter referred to as "the IOC"), represented by the Executive Secretariat (hereinafter referred to as "the E.S."), which is represented for the purposes of the signature of this contract by

Mr Abdellatif Ghedira,

Executive Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below
and the following Annexes:

- Annex I** Tender Specifications (Invitation to Tender No CO/01-19 PROM for the recruitment of a public relations Agency in Japan)
- Annex II** Contractor's Tender (N. CO/01-19 PROM of
- Annex III** Specific contract
- Annex IV** Deliverables
- Annex V** Model financial guarantee covering the performance guarantee

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the E.S., subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.



I- SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1. The subject of the Contract is **RECRUITMENT OF A PUBLIC RELATIONS AGENCY IN JAPAN**

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party.

I.2.2. The execution may under no circumstances begin before the date on which the Framework Contract enters into force. The execution of the tasks may under no circumstances begin before the date on which the Specific Contract enters into force.

I.2.3. The Framework Contract will have a maximum duration of **two** years, with effect from the date of its entry into force, and will be developed through specific contracts. A first specific contract will be signed once the Framework Contract is signed and before the start of the tasks. Once the implementation has been carried out, the Contractor and the E.S. will review periodically and at least annually, and will be considered in specific contracts.

I.2.4. The specific contracts will be signed by both parties before the Framework Contract expires. The Framework Contract will remain applicable to these specific contracts after their expiration.

ARTICLE I.3 – CONTRACT PRICE

I.3.1. The International Olive Council agrees to pay the agreed price in accordance with the tender of the successful tenderer.

For (year/period) this amount EUR [amount in figures and in words], VAT included, broken down according to the detail shown in Annex II.

For (year/period) the amount foreseen amounts to EUR [amount in figures and in words], including VAT, broken down according to the detail that appears in Annex II. This amount is subject to budget availability.

(Up to 2 years).

I.3.2 An exchange rate will be fixed for each period according to the following calculation:

- For September 2019 – December 2019: the average exchange rate € / JPY (Japanese Yen) of the months June, July and August and 2019 will be taken, and the average of these three data will be used as exchange rate

- For the period January – December 2020 the average exchange rate € / JPY (Japanese Yen) October, November and December 2019 will be taken, and the average of these three data will be used as exchange rate

ARTICLE I.3 B – GUARANTEE

As established in the Tender Specifications, the contractor has deposited a financial guarantee for an amount to EUR [amount in figures and in words].

ARTICLE I.4 – PAYMENTS PERIODS AND FORMALITIES

Payments under the Contract shall be made upon presentation of the invoice, for tasks completed correctly and declared compliant by the SE. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.



I.4.1. Invoicing

Invoices must be prepared by the Contractor containing the following minimum information:

- the name and address of the Contractor;
- the date and number of the invoice;
- the Contract numbers mentioned on the first page of the contract;
- the price before and after any taxes;
- the rate and amount of any value added value (VAT);
- VAT registration number.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the E.S on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

SE:
Consejo Oleícola Internacional
Príncipe de Vergara, 154
28006 MADRID (SPAIN)

[Address 2, (if applicable) to be used for electronic transmission of all interim or final deliverables from the Contractor to the E.S. (studies, etc.) :

E-mail address of IOC Unit and/or Department concerned

Contractor:
Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by the national substantive law of Spain.

I.7.1a. Without prejudice to Article I.7.2., in the event that any dispute arises between the parties resulting from the interpretation or application of the Contract and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If any party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties shall jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, any party may apply to [court, organisation or person agreed to by the parties when signing the Contract], for the appointment of a mediator.



The mediator's written proposal or his written conclusion stating that no proposal can be made, shall be produced within two months of the date of the written agreement by the second party to commence mediation. The mediator's proposal or conclusion shall not be binding for the parties, who reserve the right to bring the dispute before the courts, as per Article I.7.2.

Within two weeks of the date of notification of the proposal by the mediator, the parties can conclude a written agreement, duly signed by all parties, based on the proposal.

The parties further agree to share equally the costs of mediation by the mediator, which costs will not include any other costs incurred by a party in connection with the mediation.

- 1.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be settled by legal arbitration by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, which shall be responsible for administering the arbitration and designating the arbitrator in accordance with its Rules and Statutes. The number of arbitrators shall be one. The place of arbitration shall be Madrid. The arbitrator's decision shall be final and legally binding. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed according to the IOC data protection principles and guidelines in force from time to time and solely for the purposes of the performance, management and follow-up of the Contract by the IOC's Executive Director, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with applicable law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete.

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

I.9.1 Procedure for approval of deliverables

Annex III describes the procedures for the approval of the deliverables.

I.9.2 Models for the financial guarantees

Annexes V define the format for the bank guarantees as described in Article I.4.

I.9.3 Penalties for failing to meet contractual obligations

Should the Contractor fail to perform his obligations under the Contract to the expected highest professional performance standards then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose financial penalties representing up to 10% of the price specified in Article I.3.1 of the contract.

I.9.4 Combined penalties and liquidated damages

The combined amount of the penalty under Article I.9.3, with the liquidated damages in Article II.16 cannot exceed 10% of the Contract price as specified in Article I.3.1 of the Contract.



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I.9.5 Change of Bank Account

Changes of bank account (specified in Article I.5 above) may simply be notified in writing to the E.S. by the Contractor for the purposes of the implementation of this Contract and must be specified in the request for payment, at the latest. A duly completed financial identification form, signed or countersigned by the official representative of the Contractor, which can be requested from the E.S., will accompany such a request if a new account is to be used.

I.9.6 Termination by either contracting party

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the E.S. terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.



II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staffs performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the E.S. nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the IOC staff.
- II.1.6.** The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.
The Contractor shall make provision for the following employment or service relationships with his staff:
- staff executing the tasks assigned to the Contractor may not be given orders direct by the E.S.;
 - the E.S. may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the E.S. any right arising from the contractual relationship between the E.S. and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on E.S. premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The E.S. shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the E.S. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his



obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the E.S. may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the E.S. may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1.** The E.S. shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the E.S.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The E.S. shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the E.S. by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against the E.S. in connection with performance of the Contract, the Contractor shall assist the E.S. Expenditure incurred by the Contractor to this end may be borne by the E.S.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the E.S. should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the E.S. in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- The E.S. reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the E.S., any member of his staff exposed to such a situation.
- II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.
- II.3.3.** The Contractor declares:
- that he has not made and will not make any offer of any which an advantage can be derived under the Contract, type whatsoever from



- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the E.S. should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing :

Where required by special conditions, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the E.S. at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the E.S. to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The E.S. shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the E.S. a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in **Annex I**;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the E.S. shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.



If the E.S. does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the E.S. requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the E.S. a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the E.S. shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the E.S. does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the E.S. requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the E.S.'s account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the E.S. at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the E.S. may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The E.S. shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgement of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.



II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the E.S. may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the E.S.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The E.S. may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the IOC that is certain, of a fixed amount and due. The E.S. may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

- II.7.1.** Where provided by the Special Conditions or by Annex I, the E.S. shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - travel outside the IOC Members' territory shall be reimbursed under the general conditions stated above provided the E.S. has given its prior written agreement.
- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;



- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the E.S. has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the IOC, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the IOC to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data are concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the E.S. shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the E.S..

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the E.S. and shall mention the amount paid by the IOC. It shall state that the opinions expressed are those of the Contractor only and do not represent the IOC's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the E.S. has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.



- II.11.2.** The Contractor recognises that the E.S. is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions laid down in the Headquarters Agreement between the Kingdom of Spain and the IOC.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT in the terms of the abovementioned Headquarters Agreement.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from the E.S. nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where the E.S. authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the E.S. under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the E.S. is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the E.S.
- II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the E.S.



ARTICLE II.15 – TERMINATION BY THE E.S.

II.15.1. The E.S. may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the IOC's financial interests;
- (e) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the E.S. as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the E.S.'s opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the E.S.;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3.



II.15.3. Prior to termination under point (c), (d), (e), (h) or (k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgement of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of the E.S. terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The E.S. may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the E.S. may engage any other contractor to complete the services. The E.S. shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the E.S. may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose liquidated damages of 0.2% of the amount specified in Special conditions per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the E.S. within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The E.S. and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.



ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1. The IOC shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the IOC from signature of the Contract up to five years after payment of the balance.
- II.17.2. The E.S. or an outside body of its choice shall have the same rights as the IOC for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3. In addition, the IOC may carry out on-the-spot checks and inspections up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the E.S.'s right to terminate the Contract, the E.S. may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgement of receipt or equivalent, or at a later date where the notification so provides. The E.S. may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

signature[s]:

Done at [place and date]

For the IOC
The Executive Director
Name : [Name]

signature[s]: _____
—

Done at [, [date]

In duplicate in English.



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ANNEXES



**SPECIFIC CONTRACT NUMBER ...
Implementing Framework Contract No**

The International Olive Council (hereinafter referred to as "the IOC "), represented by the Executive Secretariat (hereinafter referred to as "the E.S."), which is represented for the purposes of the signature of this contract by

Executive Director,

of the one part,
and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]
of the other part,

HAVE AGREED

the **Conditions** and **Annexes** below:

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the E.S. and the Contractor on [complete date] [and renewed on complete date].

III.1.2 The subject of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the Framework Contract.]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:[specified in Annex [complete].]

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force [on the date on which it is signed by the last contracting party].



III.2.2 The duration of the tasks shall not exceed [indicate maximum duration]. Execution of the tasks shall start from the date of entry into force of this specific contract or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the E.S. under this specific contract shall be EUR [amount in figures and words] (all taxes included) [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price no reimbursable costs are foreseen.

III.3.2.1.Pre-financing:

Following signature of the specific contract by the last contracting party, within 30 days of the latest of the following dates:

- the receipt by the E.S. of a request for pre-financing with a relevant invoice and
- the receipt by the E.S. of a duly constituted financial guarantee equal to at least EUR [complete amount in figures and in words]

a pre-financing payment of EUR [complete amount in figures and in words] equal to **25%** of the total amount of this specific contract shall be made.

The amount of the pre-financing will be recovered as a deduction against the first interim payment and, if necessary, against the second interim payment.

III.3.2.2 Interim payment:

Requests for interim payment by the Contractor should be accompanied by the draft invoices and supporting proof and the interim deliverables concerned. Only after approval of the technical report by the E.S, may the Contractor send the invoices asking for payment.

III.3.2.3. Payment of the balance:

The request for payment of the balance shall be admissible if accompanied by:

- all the deliverables in accordance with the instructions laid down in articles I.5.3 and I.12 of the framework contract and in article III and IV of this contract.
- the relevant invoice, indicating the reference number of the specific contract to which it refers provided the deliverable has been approved by the E.S.

The E.S. shall have 30 days from receipt to approve or reject the deliverables, and the Contractor shall have 15 days in which to submit additional information or a new deliverable.

Within 30 days of the date on which the deliverable is approved by the E.S., payment of the balance corresponding to the relevant invoice shall be made. The request for payment of the balance of the Contractor shall be admissible if accompanied by the relevant invoice.

Exp. Sage nr.



ARTICLE III.4 PAYMENTS

III.4.1. Financial guarantee:

Where required by Article III.3.2.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the E.S. at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the E.S. to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The E.S. shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

III.4.2. Interim payments:

At the end of each activity or at the end of each month in the case of services rendered on a long-term basis, the Contractor shall submit to the E.S. a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down by the E.S.;
 - the relevant invoices indicating the reference number of the Contract to which they refer;
- If the report is a condition for payment, on receipt the E.S. shall have the period of time indicated in the Framework contract in which:
- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
 - to reject it and request a new report.

If the E.S. does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.



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Where the E.S. requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Framework contract. The new report shall likewise be subject to the above provisions.

ARTICLE III.4: ANNEX– Contractor’s specific offer in reply to the request

(no [complete] of [complete])

SIGNATURES

For the Contractor,
[
Company
name/forename/surname/function]

signature[s]:

For the IOC

The Executive Director
Name :

signature[s]



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PERFORMANCE AND RETENTION MONEY FINANCIAL GUARANTEE MODEL

(This document must be drawn up on the financial institution's
headed paper)

REFERENCE: GUARANTEE NO [...]

**SUBJECT: FINANCIAL GUARANTEE COVERING THE PERFORMANCE GUARANTEE
MADE UNDER
CONTRACT NUMBER COI/ 200X / / .. / ..**

We, the undersigned name, address and telephone number of financial institution],
represented by M [position],

hereby irrevocably declare that we jointly and severally provide an irrevocable and
unconditional guarantee as primary guarantor on behalf of [name and
address of Firm] for the payment to the Executive Secretariat of [insert amount equal to 10% of
the amount fixed in the contract, in words and figures]
corresponding to the guarantee referred to in Article the agreement [insert agreement number
and acronym]

signed between the .. [name and address of Firm] and the Executive Secretariat (hereafter
referred to as "the contract").

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your
first written claim, sent by registered letter with advice of delivery or equivalent, stating that the
[name and address of Firm] has not fulfilled one of his contractual obligations. We shall not delay
the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing
as soon as payment has been made.

Furthermore, we accept that no amendment to the terms of the agreement signed between the
Executive Secretariat and the [name and address of Firm] can release us from our obligation
under the present guarantee. We waive our right to be informed of any change, addition or
amendment to the contract.

We have taken note that the present financial guarantee shall remain in force up to and including
the fifteenth day following the date of payment of the balance.

The Executive Secretariat undertakes to release the guarantee within thirty (30) days following
that payment by the express release and return of the original guarantee to the beneficiary under
the contract. In the event of partial release, the original will remain with the Executive Secretariat
up to the date of receipt of a guarantee updated by the [financial institution], in accordance with
this guarantee.



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The present guarantee is governed by the law applicable to the contract. Any dispute in respect of matters relating to this guarantee must be resolved according to the settlement of disputes rules set down in the contract.

The present guarantee shall come into force and shall take effect upon its signature.
Done at [insert place], on [insert date]

[Signature]

To be attached: a list of persons authorised to sign the guarantees with specimen signatures or specific powers of attorney



CHECK LIST AND FORMS

DOCUMENT ATTACHED TO INVITATION TO TENDER NO. CO/01/19/PROM
TITLE: SELECTION OF A PUBLIC RELATION AGENCY IN JAPAN - 2019

CHECK LIST AND FORMS TO BE COMPLETED

- 3. (A) CHECK LIST FOR TENDER
- 3. (B) TENDERER IDENTIFICATION FORM
- 3. (C) LEGAL ENTITY FORM
- 3. (D) FINANCIAL IDENTIFICATION FORM
- 3. (E) CONFLICT OF INTERESTS AND NO MISREPRESENTATION FORM

*N. B. In the cases of a consortium to be created or subcontracting, the information requirement for 3(B) Tenderer Identification Form and 3(C) Legal Entity Form **APPLIES** to **ALL** "service providers" named in the tender or who might be proposed to be used during the time period of the expected contract.*

*In the case of subcontracting, the information requirement for 3(D) Financial Identification Form is **ONLY** required to be completed for the "lead contractor".*



PART A : CHECK LIST FOR TENDER

HAVE YOU PROVIDED THE INFORMATION BELOW CONCERNING:

(N. B. IN THE CASE OF A JOINT TENDER, HAVE ALL "SERVICE PROVIDERS" OR IN THE CASE OF SUBCONTRACTING HAVE YOU ALSO PROVIDED FOR THE PROPOSED SUBCONTRACTORS : THE INFORMATION BELOW CONCERNING POINTS 1.3, 1.4 & 1.5?)

Name of service provider:		
	Brief reply or reference	Page No in respective dossier
1. Administrative Dossier	Yes/No	
1.1 A cover letter signed by a duly authorised agent	Yes/No	
1.2 Administrative information (with Parts A, B, C & D of this document)	Yes/No	
1.3 Exclusion criteria (with Parts E & F of this document)	Yes/No	
1.4 Selection criteria - Economic and financial capacity	Yes/No	
1.5 Selection criteria - Technical capacity	Yes/No	
2. Technical Dossier	Yes/No	
3. Financial Offer	Yes/No	
4. Is the tender submitted in an outer and <u>THREE</u> inner sealed envelopes or boxes, with the invitation to tender notice reference clearly marked on both the inner and outer envelopes or boxes?	Yes/No	



3 PART B: Tenderer Identification Form

Please complete the information below:

	<u>REPLY</u>
<u>1. Name of the tendering party</u>	
<u>2. Legal status of the tendering party</u>	
<u>3. Tendering party's address</u>	
<u>4. Person(s) authorised to sign contracts on behalf of the tendering party</u>	
(a) SURNAME and first name	
(b) POSITION / ROLE (Director, etc.)	
(c) COPY of an official document issued by the Member State for confirmation, with a specimen signature	
(d) <u>PROOF OF AUTHORISATION to sign contracts on behalf of the tendering party</u>	
<u>5. Contact person for this call for tenders:</u>	
(a) SURNAME and first name	
(b) Position/Role (Director, etc.)	
(c) Direct telephone number	
(d) Direct fax number	
(e) Direct electronic mail address	
(f) Postal address	



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3 PART C: LEGAL ENTITY FORM

Please submit one of the attached Identification Forms depending on what type of “service provider” the Tenderer is:

- an individual;
 - or
- a private company;
 - or
- a public entity.

The successful Tenderer must provide the documentation needed for the details to be entered in the central third-party file before the E.S. may enter into a commitment on behalf of the IOC.



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LEGAL ENTITIES

This information is to be stored in the Executive Secretariat's accounting records for use in its payment procedures. Executive Secretariat staff carrying out such procedures will be able to consult it for this purpose.

INDIVIDUAL

TITLE	<input type="text"/>																				
NAME	<input type="text"/>																				
FIRST NAME	<input type="text"/>																				
(NAME 2)	<input type="text"/>																				
(NAME 3)	<input type="text"/>																				
OFFICIAL ADDRESS	<input type="text"/>																				
	<input type="text"/>																				
POSTAL CODE	<input type="text"/>					P.O. BOX	<input type="text"/>														
TOWN/ CITY	<input type="text"/>																				
COUNTRY	<input type="text"/>																				
VAT/TAX NR	<input type="text"/>																				
IDENTITY CARD NUMBER	<input type="text"/>																				
PASSPORT NUMBER	<input type="text"/>																				
DATE OF BIRTH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	PLACE OF BIRTH	<input type="text"/>										
COUNTRY OF BIRTH	<input type="text"/>																				
PHONE	<input type="text"/>										FAX	<input type="text"/>									
E-MAIL	<input type="text"/>																				

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED WITH A LEGIBLE PHOTOCOPY OF YOUR ID CARD OR PASSPORT.

DATE AND SIGNATURE



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LEGAL ENTITIES PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>																									
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-governmental Organisation)																							
NAME(S)	<input type="text"/>																									
	<input type="text"/>																									
	<input type="text"/>																									
	<input type="text"/>																									
ABBREVIATION	<input type="text"/>																									
ADDRESS OF THE HEAD OFFICE	<input type="text"/>																									
	<input type="text"/>																									
	<input type="text"/>																									
POSTAL CODE	<input type="text"/>								P.O. BOX	<input type="text"/>																
CITY	<input type="text"/>																									
COUNTRY	<input type="text"/>																									
VAT/TAX NR	<input type="text"/>																									
PLACE OF REGISTRATION	<input type="text"/>																									
DATE OF REGISTRATION	<input type="text"/>		<input type="text"/>		<input type="text"/>																					
	D D		M M		Y Y Y Y																					
REGISTRATION NR	<input type="text"/>																									
PHONE	<input type="text"/>												FAX	<input type="text"/>												
E-MAIL	<input type="text"/>																									
CONTACT PERSON	<input type="text"/>																									

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:

*** A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;**

*** A COPY OF THE VAT/TAX REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT/TAX NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.**

DATE AND SIGNATURE



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LEGAL ENTITIES

PUBLIC ENTITIES

TYPE OF COMPANY	<input type="text"/>																								
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-governmental Organisation)																						
NAME(S)	<input type="text"/>																								
	<input type="text"/>																								
	<input type="text"/>																								
ABBREVIATION	<input type="text"/>																								
OFFICIAL ADDRESS	<input type="text"/>																								
	<input type="text"/>																								
	<input type="text"/>																								
POSTAL CODE	<input type="text"/>								P.O. BOX	<input type="text"/>															
CITY	<input type="text"/>																								
COUNTRY	<input type="text"/>																								
VAT/TAX NR	<input type="text"/>																								
PLACE OF REGISTRATION	<input type="text"/>																								
DATE OF REGISTRATION	<input type="text"/>		<input type="text"/>		<input type="text"/>		<input type="text"/>																		
	D D		M M		Y Y		Y Y																		
REGISTRATION NR	<input type="text"/>																								
PHONE	<input type="text"/>												FAX	<input type="text"/>											
E-MAIL	<input type="text"/>																								
CONTACT PERSON	<input type="text"/>																								

This "Legal entity" form should be filled in and returned together with:

**** a copy of the resolution, law, decree or decision establishing the entity in question;***

**** or, failing that, any other official document attesting to the establishment of the entity.***

DATE :

NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE

SIGNATURE

STAMP



3 PART D: FINANCIAL IDENTIFICATION FORM

The form and characteristics of documents to be submitted in support of a request for the validation of third-party file registration requires that:

- 1. The principle that, before payments can be made, a payment beneficiary/account holder's bank account details must first have been entered in the central third-party file.*
- 2. The only authorised supporting documents for requests for third party validation are official documents issued by the beneficiary's bank (bank account identification document (RIB - relev  d'identit  bancaire, etc.).*
- 3. These documents can be submitted on paper or in electronic form.*
- 4. The successful Tenderer must provide the documentation needed for the details to be entered in the central third-party file before the Executive Secretariat may enter into a commitment on behalf of the IOC.*

The “**Financial Identification Form**” must be completed for the bank account opened in the country of domicile of the Tenderer and be:

- stamped and signed by the representative of the Tenderer's Bank, and
- countersigned by the Account Holder, representing [¹] the Contractor).

¹ The declared Account Holder must be a person duly authorised to act legally on behalf of the Contractor for financial matters related to the



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FINANCIAL IDENTIFICATION FORM

This information is to be stored in the IOC's accounting records for use in its payment procedures.
IOC staff carrying out such procedures will be able to consult it for this purpose.

ACCOUNT HOLDER

NAME	<input type="text"/>	
ADDRESS	<input type="text"/>	
TOWN/CITY	<input type="text"/>	POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>	VAT NUMBER <input type="text"/>
CONTACT PERSON	<input type="text"/>	<input type="text"/>
TELEPHONE	<input type="text"/>	FAX <input type="text"/>
E - MAIL	<input type="text"/>	

BANK

BANK NAME	<input type="text"/>	
BRANCH ADDRESS	<input type="text"/>	
TOWN/CITY	<input type="text"/>	POSTCODE <input type="text"/>
SORT CODE	<input type="text"/>	ACCOUNT NUMBER <input type="text"/>
IBAN	<input type="text"/>	

REMARKS :

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory)

DATE + SIGNATURE ACCOUNT HOLDER:
(Obligatory)



3 PART E: EXCLUSION CRITERIA FORM

The undersigned:

[Name of the "service provider" or subcontractor]

Legal address: [insert address]

Registration number: [insert number]

VAT/Tax number: [insert number]

Name of the signatory of this form (representative legally authorised to represent the "service provider" or subcontractor vis-à-vis third parties):

declares on his honour that the organisation that he represents:

(a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) has not been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*;

(c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

(d) has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of the country of the contracting authority or those of the country where the contract is to be carried out;

(e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the IOC's financial interests;

(f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the Budget;

(g) in the case of award of contract, he shall provide the evidence that they are not in any of the situations described in points (a), (b), (d), (e) above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.



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For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties which may be applied if any of the declarations or information provided prove to be false.

Signature [full name]:

Date : [date]



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3 PART F: CONFLICT OF INTERESTS AND NO MISREPRESENTATION FORM

The undersigned:

[Name of the "service provider" or subcontractor]

Legal address: [insert address]

Registration number: [insert number]

VAT/Tax number: [insert number]

Name of the signatory of this form (representative legally authorised to represent the Tenderer vis-à-vis third parties):

declares on his honour that the organisation that he represents:

does not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;

will inform the contracting department, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;

has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;

has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;

has provided information to the IOC, within the context of this invitation to tender, which is accurate, sincere and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties which may be applied if any of the declarations or information provided prove to be false.

Signature [full name]:

Date : [date]