IOC

INTERNATIONAL OLIVE COUNCIL

PR AGENCY FOR THE IOC 2017-19
PROMOTION CAMPAIGN IN THE USA

Document No 1

TENDER SPECIFICATIONS
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TENDER SPECIFICATIONS

1. Purpose of the contract

1.1. — Background

The International Olive Council (IOC), based in Madrid, Spain, is an intergovernmental organisation created in 1959 under the auspices of the United Nations. 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.

Promotion activities are one of the general objectives of the IOC under Chapter I, article 1.3 of the 2015 International Agreement. According to these objectives, promotion and economic activities include the following:

- To enhance the role of the International Olive Council as a world documentation and information centre about the olive tree and its products and as a meeting point for all the operators in the sector;

- To promote the consumption of olive products, the expansion of international trade of olive oil and table olives and information in relation to the trade standards of the International Olive Council;

- To support international and regional activities encouraging the dissemination of generic scientific information on the nutritional, health and other properties of olive oil and table olives with a view to improving consumer information;

- To examine the world balances for olive oil, olive pomace oils and table olives, undertake studies and propose appropriate measures;

1.2. General objectives IOC promotion activities

The general objectives of the IOC’s promotion campaign will be to enhance collaboration between the USA and the IOC, and to provide information about IOC standards to facilitate international trade and to protect consumer rights.
2.1.1 General rules and guidance applying to the IOC promotional campaigns

- The campaign will be totally generic and will not be orientated towards promoting particular trademarks or firms. Promotion will be carried out without reference to the country or region of origin of the product and only positive messages will be transmitted. The campaign needs to benefit the whole product category and be of help to the various players in the sector.

- Though campaign implementation will have to be assigned primarily to external agencies, the IOC Executive Secretariat will retain control of the following at all times: contents, methods and timing of implementation and impact assessment, and updating and focus of campaign targets. In addition, qualified members of the Secretariat will participate actively as control and support officers, as speakers and as information sources at each scheduled event.

- The IOC Executive Secretariat will be involved in, approve and control all activities.

- A cost-effectiveness report will be drawn up for each activity in addition to a final report incorporating quantitative and qualitative remarks for assessing promotion and laying the groundwork for future programmes.

- Full, detailed interim and final reports will be issued. These will contain a qualitative analysis based on the monitoring of press and news media and multimedia coverage and answers to “feedback forms” distributed to participants at each planned event (if any).
2. Description of work to be performed for the promotion campaign in the USA

2.1 Scope and duration of the programme

The draft contract for the provision of the services requested under the call for tender exclusively covers activities from October 2017 to June 2018. Subject to budgetary availability, it may run from July 2018 to June 2019, and from July 2019 to June 2020.

2.2 – Global themes and messages to be conveyed

The aim is to provide information about IOC standards to facilitate international trade and to protect consumer rights. This information concerns olive oil categories, with a focus on the many health benefits of the properties of olive oil (first of all in combating cardiovascular diseases, ageing and diabetes). At the same time, it has to be made clear that olive oil is a healthy product that can be used raw and cooked to flavour everyday US cuisine.

The importance of media relations is stressed. Motivating the media to distribute messages about the benefits of olive oil provides the strongest opportunity for building visibility. Therefore, taking into account the total budget, straight advertising campaigns should be avoided; the main focus should be on information-oriented action.

The general messages to be conveyed should cover the following: take into consideration the distinctive features of olive oil, namely:

- The distinctive features of olive oil: its unique taste; the range and different qualities of product available; and its health aspects and benefits.
- International trade standards and the protection of consumer rights.

The gastronomy–health combination will always be kept in mind so that the campaign message starts off and remains coherent and clear, though it can vary in intensity on one or other of the aspects depending on the target groups.
The campaign should highlight the role of the IOC as a quality certifier and should underline the significant progress that has been achieved on quality in all producer countries.

2.3. - Target audience

The campaign should target State Departments, opinion leaders among trade decisions makers, and influencers. In particular: 1) Departments of state responsible of national trade standards; 2) Opinion leaders/ influences (doctors, scientists, health and beauty journalists, food and gastronomy journalists, writers, famous personalities, chefs, bloggers, nutritionists, dieticians, etc), decision makers (retail & food service); 3) Local Producers.

As regards health aspects, the campaign can build on the existing awareness of many members of these groups.

A combination of education and information activities is suggested. The campaign should be focused more on a public relations approach, owing to the nature of the IOC, an advertising or in-store promotion approach is not recommended.

Recommended action usually includes:

- public relations targeted at the media [Media targets should not be restricted to the specialised top-of-the-market media. They should also try to include more regional media and general, food, culinary and nutrition media and even lifestyle media, etc., to reach a wider range of consumers];

- collaboration with industry players: seminars, focus groups, etc.

3. Campaign objectives

- **Product**: Olive oil (edible oil market) and IOC trade standard.

- **Marketing objectives**: Increase positive awareness of olive oil, its health benefits, create importer/distributor awareness of the IOC standards, encouraging the USA to set up IOC-recognised laboratories and sensory analysis panels to promote sensory attributes of olive oil among consumers via opinion leaders.

- **Communication objectives**: Promote the value for money of olive oil (within the edible oils sector), its benefits and incorporate its use into everyday cuisine; promote the harmonisation of trade standards.
• Communication strategy: Promote the health and well-being benefits of olive oil and promote its credibility as a great ingredient for inclusion in consumption habits and cuisine. Provide information about the various categories of olive oil according to IOC quality standards making the issue of consumer protection the main argument.

• Geography: Nation-wide, focusing on the main cities.

Means: The campaign should be geared towards: (1) Departments of state responsible of national trade standards; (2) Opinion leaders/ influencers (doctors, scientists, health and beauty journalists, food and gastronomy journalists, writers, personalities, chefs, bloggers, nutritionists, dieticians, etc.), decision makers (retail & food service); and (3) Local Producers. It may integrate digital support (blogs, website). It would be good to look for potential partnerships and/or “cross branding” opportunities. While the IOC does not wish to hold a stand at trade shows, the organisation of half-day seminars for retailers and others at such events is an option.

4. Campaign development

(a) Activities that must be included in the programme (October 2017-June 2018)

When framing proposals for these activities, agencies must provide details on how they will be organised, potential venues, how participants will be attracted, number of participants, costs, etc.

• Seminar on olive oil and health: This event will be held just before or just after the Fancy Food Winter Show (January 2018) in the premises of UC Davis, in the collaboration with this institution, with which the IOC is already in contact. Around ten experts on olive oil and health, nutrition, among others, from different parts of the world, including the USA are expected to participate. The agency must cover their travel (if the the flight takes more than four hours it should be in business class), accommodation costs and subsistence allowance, etc. The campaign, website and, if applicable, the name of the campaign will be presented at the beginning of the seminar.

The aim of this event is, from the beginning, to provide information for all the actors in the olive sector about the campaign, and to connect with the representatives of local media, producers and importers.

• Digital activities: A website in English will be run during the campaign, which will be prepared for presentation during the abovementioned seminar. This website will provide basic information about the IOC, olive oil and health, categories, recipes, the campaign activities, among others. The IOC already has a website from a previous campaign, but the agency would be responsible for updating and maintaining it (Jan 2018–June 2020).
• **Seminar on Olive Oil and Quality**: This event will be held in New York, preferably just before the Fancy Food Summer Show. It will comprise two parts: the first part will be a seminar explaining the characteristics of the different categories of olive oil, national and international standards etc. Around ten experts from different parts of the world, including the USA, are expected to participate. The agency must cover their travel (if the flight takes more than four hours it should be in business class), accommodation costs and subsistence allowance, etc. The campaign, website and, if applicable, the name of the campaign will be presented at the beginning of the seminar. The second part will be an award ceremony for the winners of the International Mario Solinas Quality Award of the International Olive Council, where experts will explain the characteristics of the award-winning oils, after which there will be a reception in which the award-winning oils will be offered for tasting. This part will be particularly directed at journalists, bloggers, nutritionists, chefs, importers, distributors, etc.

(b) Other optional activities by agencies

• **Workshop – B2B**: During the campaign, at least one workshop could be organised in one or more main cities, for people in the target groups (journalists, bloggers, nutritionists, chefs, importers, distributors, etc.) with the participation of at least two experts (experts must have been previously approved by the IOC) specialising on olive oil, health and sensory testing. Those experts will give participants information in relation with their area of expertise.

• **Media Tour**: During the campaign, media tours may organised in producer countries for representatives of the target groups (total of 8-10 people, depending on the budget available), preferably sending people who have participated in previous campaign events. The duration of this activity could be of four or five days (excluding travel), preferably in the months of November and December, travelling in business class and providing accommodation in four-star hotels. The agencies will take measures to ensure that participants publish articles related to olive oil on their return.

• **Spokesperson**: During the campaign, it would be advisable to have a campaign spokesperson with a high-profile in the areas of nutrition, olive oil, health, the versatility of olive oil, etc.

(c) Optional activities at the agency’s discretion

Depending on the cost of the abovementioned activities and depending on the budgetary availability for each period, agencies may make their own proposals to complement the aforementioned activities.

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Príncipe de Vergara, 154
28002 Madrid (España)  
Correo electrónico: iooc@internationaloliveoil.org
Tlf: -91 590 36 38  
Fax: - 91 563 12 63
(d) Ex ante and ex post evaluation

Agencies must provide a means of measuring the impact of each activity. To this end, they must carry out an ex ante and ex post evaluation generating valid information on the impact of each period, with a clear identification of the previously established evaluation criteria. This will contribute to the overall evaluation of the proposal.

5. **Timing**

This call for tender covers the period up to 30 June 2020.

6. **Requirements and deliverables**

For the purposes of providing the services covered by this contract, the contractor will have to put in place a team of adequate size to perform the necessary tasks and will have to indicate the number of persons who will work in the team. The Agency’s team will need to include a specialist on olive oil, who will be responsible for revising all documents and media insertions targeted at the public, all of which should receive prior IOC approval.

The contractor will be expected to set up a cost accounting system which will clearly show the costs of the tasks carried out in performance of the contract. It will also be required to provide justifications of those costs and in particular providers’ invoices.

The tender should provide a good and well-thought-out methodology and a summary of the campaign including the list of activities to be conducted.

7. **Budget**

The fixed, non-revisable budget allocated for this campaign is: €250 000 (euros) for October 2017 – June 2018 (All taxes included).

The expected budget for July 2018 – June 2019 is €150 000 and €150 000 for July 2019 – June 2020, all taxes included. For these last two periods, the definitive budget will be subject to annual approval by the Council of Members.

This budget covers all expenditures related to the implementation of the campaign, such as administrative and travel costs, the contractor’s fees, and all taxes, where applicable.

All tenders are to be expressed in euros at a fixed rate established upon the signature of the contract in October 2017. Any risk linked to exchange rates is covered by the selected contractor. In no event may the maximum accepted budgets in service contracts be revised upwards. The final amounts negotiated between the IOC and the contractor shall appear in the programmes to be contracted.
The IOC shall not be responsible for any tax payments for which the contractor may be liable while carrying out the campaign. Proposals must therefore be calculated on the basis of all taxes included.

For the other periods, the planned budget is €150 000 and €150 000 respectively (euros), all taxes included, subject to confirmation by June 2018 and June 2019. The same conditions as those established for the first period would apply. A new exchange rate will have to be fixed and agreed for each period between the Agency and the IOC. However, the definitive budget will be subject to approval by the Council of Members.

8. **Details of the contract**

8.1. - General terms and conditions applicable to the call for tender

8.1.1. - Joint tenders

Joint tenders or tenders from consortia are accepted. The nature and organisation of such tenders is at the discretion of the tendering party.

In any event, such tenders will be treated no differently from any other type of tender, each being assessed on its own merits in relation to the exclusion, selection and award criteria contained in these specifications.

8.1.2. – Subcontractors

Any intention to subcontract part of the contract must be clearly stated in the tender. In any event, the main contractor retains sole responsibility for the contract.

Where appropriate, during performance of the contract the contractor may, if unable to provide a specific part of the work, call on the services of subcontractors, provided that, in each case, the IOC grants advance approval in writing.
Where subcontractors are to be used, the contractor must specify their qualifications and be able to demonstrate that they meet the same criteria as the contractor.

8.1.3. - Replies

All documents submitted by tendering parties become the property of the IOC and will be regarded as confidential. Expenditure on preparing and submitting tenders will not be reimbursed by the IOC.

8.1.4. - 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

Tendering parties should put their questions in writing and send them to the contact.

8.1.5. Validity

Proposals remain valid for three months from the deadline for their presentation. Tenderers must explicitly indicate in their proposals that they accept such a condition.

9. Documentation

The documentation shall 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. Contact person. Cover letter and completed annexes.
  2. Proof of economic and financial capacity (see point 10.2.1)
  3. Proof of technical and professional capacity (see point 10.2.2)

- **Envelope 2: Financial offer (see point 7)**
The total price for the tender will be denominated in Euros (stated in figures and letters) and shall be inclusive of all taxes and charges applicable. It shall include all the entitlements and obligations specified in this tender specifications.

- **Envelope 3: Technical dossier -**The tender must give a full, clear and detailed description of all the services tendered, in addition to an implementation schedule (see points 1 to 6), without any information related with financial cost.
10. Evaluation of tenders and award of the contract

Tenders will be evaluated on the basis of the information provided by the bidding parties in their tenders under this call for tenders.

The evaluation will be carried out in the stages detailed below. Only tenders that meet the requirements of each stage will pass on to the next. The final stage will end with the award of the contract to the tendering party offering the best price/quality ratio.

10.1. Exclusion criteria

Tenderers shall 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 in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(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 detrimental to the financial interests of the IOC;

(f) following another procurement procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed above.
Contracts may not be awarded to tenderers who, during the procurement procedure:

(a) are subject to a conflict of interest;

(b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Tenderers who have been guilty of making false declarations shall receive financial penalties representing 10% of the total value of the contract being awarded. Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 10% of the total value of the contract in question. That rate shall be increased to 20% in the event of a repeat offence within five years of the first infringement.

The IOC shall accept, as satisfactory evidence that the tenderer is not in one of the situations described above in point (a), (b) or (c), production of a recent extract from the judicial record 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.

The IOC shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d), a recent certificate issued by the competent authority of the State concerned. Where no such certificate is 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/her country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents shall relate to legal persons and/or natural persons including the person with powers of representation, decision-making or control in relation to the tenderer.

10.2. Selection criteria

The capacity of tendering parties will be assessed in the light of the criteria below. In the case of joint tenders (consortia), the selection criteria will be applied to each member of the consortium and to the consortium itself.

The tenderers have to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.
10.2.1. – Economic and financial capacity

Proof of economic and financial capacity shall be furnished by the following documents:

(a) appropriate statements from banks;

(b) the presentation of balance sheets or extracts from balance sheets for the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;

(c) a statement of overall turnover and turnover concerning the services covered by the contract during the last three financial years.

Tenderers may rely on the capacities of other entities, regardless of the legal nature of the links which they have with them. They must in that case prove to the contracting authority that they will have at their disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at their disposal.

10.2.2. – Technical and professional capacity

Evidence of the technical and professional capacity of the tenderer shall be furnished on the basis of the following documents:

1. The educational, professional and linguistic qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the work;

A list of:

- the principal services provided in the past three years, with the sums, dates and recipients, public or private;

- the work carried out in the last five years, with the sums, dates and place. The list of the most important work shall be accompanied by certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been fully completed;

2. A description of the technical equipment and tools to be employed by the firm for performing the contract;
3. A description of the measures employed to ensure the quality of services, and a description of the similar activities implemented by the firm and the facilities available to it for this purpose;

4. A statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;

5. An indication of the proportion of the contract which the service provider may intend to subcontract.

Where the list of services referred to in point 2 is provided to the contracting authority, evidence of performance shall be in the form of certificates issued or countersigned by the competent authority.

11. **Award criteria**

Each tender will be evaluated separately and exclusively on the basis of the specific market characteristics. The tender offering the best value for money shall be the one with the best price-quality ratio.

In their tender, agencies must provide a clear distinction between the costs of activities and their fees, providing a breakdown of fees per hour and team member.

In order to ensure the price-quality ratio of the services, the following evaluation criteria will be applicable:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
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<tbody>
<tr>
<td><strong>PRICE</strong> (The aggregate cost of the four headings must (4 a,b, c and d) tally with the total campaign budget until June 2020)</td>
<td>60</td>
</tr>
<tr>
<td>Cost of activities under section 4 (a) (b) and (c)</td>
<td>30</td>
</tr>
<tr>
<td>Cost and scope of activities proposed by the agency</td>
<td>10</td>
</tr>
<tr>
<td>Total fees applied to the campaign</td>
<td>20</td>
</tr>
<tr>
<td><strong>QUALITY</strong></td>
<td></td>
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<tr>
<td>Overall understanding of the objectives of the call, of the subject matter concerned, of the issues to be examined, and the technical and organisational challenges involved</td>
<td>10</td>
</tr>
<tr>
<td>Coherence, clarity, practicality, originality, relevance, comprehensiveness of the service to be provided, in particular the <em>methodological approach, the strategic thinking</em></td>
<td>20</td>
</tr>
<tr>
<td>Operational approach (specification of the objectives of the various actions, definition of the criteria which will be used to measure the success.</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
12. **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 10% 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, 08 SET. 2017

Abdelham Ghedira
Executive Director
ANNEX

MODEL FINANCIAL GUARANTEE
(This document must be drawn up on the financial Organisation’s headed paper)

COVERING THE PERFORMANCE GUARANTEE MADE UNDER
CONTRACT NUMBER COI/20XX/.../.../..

We, the undersigned .................................. (name, address and telephone number of financial organisation), represented by M ................................ (position), hereby undertake to provide an irrevocable and unconditional guarantee to and for the benefit of the E.S. for an amount not exceeding:

Euros ............ (amount in figures and letters), equal to 10% of the
amount fixed in Article I.3.1 of the contract,

to ensure that ........................................ (name and address of firm) fulfils its obligations under contract number COI/200X/.../.../... signed on .../.../... concerning the (title of study).

This guarantee will be:
1. valid from its date of issue up to and including the fifteenth day following the date of final payment by the E.S. under this contract;
2. payable to the E.S. on its first irrevocable and unconditional request, on a simple declaration that ........................................ (name and address of firm) has failed to fulfil its obligations;
3. released only by the E.S. 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 E.S. up to the date of receipt of a guarantee updated by the bank, in accordance with this model.

Done at .................................., ......../....../....
Signature(s)
To be attached: a list of persons authorised to sign the guarantees with specimen signatures