

CONSEJO OLEICOLA INTERNACIONAL CONSEIL OLEICOLE INTERNATIONAL CONSIGLIO OLEICOLO INTERNAZIONALE المجلس الدولي للذيتون

#### **SPECIFICATIONS**

Tender: CO/2021-14

TITLE: Procurement of the services of a company to assess the proficiency of physico-chemical and sensory testing laboratories and/or methods of analysis, for assistance and training, the agreement for monitoring the quality and authenticity of the olive oils and olive-pomace oils sold on import markets, sample management and technical assistance.

#### 1. OBJECTIVE OF THE CONTRACT

The purpose of these specifications is to establish the technical requirements and conditions to be met as a basis for the tendering procedure for contracting services to carry out the collaborative trials organised by the International Olive Council (hereinafter referred to as the "IOC"), the statistical processing of the results of the collaborative trials, the programme of support and training for panels and laboratories, and the management of samples for activities related to the agreement on the quality and authenticity of olive oils and olive-pomace oils sold on import markets, the monitoring of oils covered by the agreement on the quality and authenticity of olive oils and olive-pomace oils sold on import markets, the monitoring of oils covered by the agreement on the quality and authenticity of olive oils and olive-pomace oils sold on import markets, the Mario Solinas Quality Award, reference materials and training) and the provision of technical assistance to the IOC.

#### 2. PARTICIPATION IN THE TENDER

This call for tenders is open to any legal entity that accepts these conditions in full, has the capacity to act, can demonstrate its economic, financial and technical or professional capacity and has no liability in relation to the IOC Executive Secretariat (hereinafter referred to as the "ES").

Furthermore, its corporate purpose or activity must be directly related to the objective of the contract, and it must have a business structure with sufficient human resources and equipment to execute the contract.

#### 2.1. Joint tenders

In the case of a joint tender, the tenderer must clearly define the structure of the tender:

#### 2.1.1. An existing consortium

The tender is submitted by service providers that have already formed a consortium as a separate legal entity with its own statutes and/or operating rules and independent technical and financial capacity, as well as contributions from the defined service providers. The consortium will be the entity that will assume technical and financial responsibility for the contract.

#### 2.1.2. Intention to form a consortium

The tender is submitted by service providers that have not yet formed a consortium as a separate legal entity but intend to do so in accordance with point 2.1.1. above if their joint tender is accepted. In this case, the tenderer will have to provide documentation on its legal nature and the preliminary version of the intended statutes. It must also provide a clear description of the modus operandi of the consortium and the different technical and financial contributions of each service provider.

#### 2.2. Subcontracting

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Tenders submitted by service providers not wishing to form a consortium as a separate legal entity will be submitted in the form of a subcontract and, in that case, one of the service providers will assume full responsibility for the tender. This service provider (hereinafter referred to as the "main contractor") will sign a contract in their name with the other companies or natural persons who are therefore considered to be subcontractors of the "main contractor".

All service providers acting as subcontractors must provide a signed declaration acknowledging the service provider acting as the main contractor. The proportion (%) of the contract attributable to the main contractor and to each subcontractor must also be indicated.

#### 3. TASKS TO BE PERFORMED BY THE SUCCESSFUL TENDERER

# 3.1. An annual international collaborative test for the control of the competence of physico-chemical analysis laboratories and statistical treatment of their results

Each year, the IOC grants recognition to physico-chemical analysis laboratories that submit applications and comply with the requirements established by the IOC. Laboratories must also demonstrate their competence in the application of the methods recommended by the IOC in an annual test on four samples.

This collaborative testing and the statistical processing of the data will be carried out by the company awarded the contract to recognise the physico-chemical analysis laboratories that demonstrate their competence in the application of the methods of analysis.

The test will be annual, will consist of a minimum<sup>1</sup> of four samples per laboratory for an approximate number of 170 participating laboratories and 60 determinations to be carried out in duplicate. For reference, 143 laboratories from the following countries took part in the 2021 test: Argentina, Algeria, Australia, Brazil, Canada, China, Croatia, Cyprus, France, Greece, Iran (IR), Italy, Japan, Jordan, Morocco, Poland, Portugal, Slovenia, Spain, Tunisia, Turkey, United States and Uruguay.

<sup>&</sup>lt;sup>1</sup> It is understood that this is an indicative number and there may be variations in the number of samples, laboratories, determinations and countries of dispatch.



The company awarded the contract will send the protocol for implementing the event to the participants from each country. This protocol will be drawn up by the contractor and validated by the ES.

The company awarded the contract will manage the organisation of the trial and will be responsible for:

- Supplying oils for the samples. The composition of the samples will be set at the meeting of the technical commission of experts organised by the ES prior to the tests. Defining, as indicated by the ES, the sample types, packing details, preservation criteria, packaging and transport conditions.
  - Each sample must be prepared in a 250 ml container (for the control test) and 125 ml for the control samples included in the accompanying programme and training for physico-chemical laboratories.
  - The containers will be tinted, glass or food-grade PET containers of 250ml and 125ml with inviolable caps. Samples will be stored in a dry environment away from light between 4°C and 10°C. They will be packed appropriately to prevent breakage. The fastest and safest transport will be used.
- Preparing the preliminary documentation, including instructions for the test.
- Conducting homogeneity and stability tests on the samples.
- Preparation, random or batch coding, under the conditions established by the ES. Sending of samples to participants, receipt of results via a web-based software, data processing and statistical treatment. All results will be processed according to the established criteria and variations will be recorded. The ES will provide the statistical methodology.
- Attending to and answering any clarifications or queries made by the laboratories, in agreement with the ES.

The contractor will issue a report and conclusions of the results of the annual collaborative test for the control of the competence of the physico-chemical analysis laboratories. The reports will include at least:

- Statistical methodology used
- Set of results obtained
- Discarded values and causes
- Results obtained and comments
- Graphs for interpretation of results
- Recommendations and conclusions, if appropriate.

The maximum period for completing the report will be 30 days from the receipt of all data and in accordance with the deadlines established by the ES.



A representative of the company will participate, at their own expense, in the two meetings of the technical commission of experts that will take place at IOC headquarters or by videoconference for organising the test and presenting the results.

The company will send the final report to the laboratories.

The company awarded the contract will attend to and respond to any appeals lodged by the laboratories once the final report has been received, depending on the observations issued on these appeals by the members of the IOC technical commission of experts and in agreement with the ES.

The successful contractor will provide the ES with at least 10 containers of 250 ml of each of the leftover samples from this collaborative trial.

## 3.2. Accompanying and training programme for physico-chemical analysis laboratories

In this programme, the contractor will develop a system for assessing the compliance of laboratories with the requirements of the IOC, including the necessary protocols for implementation and monitoring.

The laboratory requesting the services of an expert will bear the costs thereof, in accordance with the protocol.

It will also provide additional 250 ml samples of the physico-chemical analysis test to any participating laboratory upon request, subject to payment and the availability of surplus samples.

At the end of each year, the control samples will be sent to the participants in the annual test, as well as communications and the compilation report with the results obtained in the test, under the conditions established by the ES.

## 3.3. Two international collaborative trials and statistical treatment of their results for the recognition of sensory analysis laboratories.

Nationally accredited sensory analysis laboratories submit applications through their competent authorities for IOC recognition every year. The laboratories must demonstrate their competence in the application of the methods recommended by the IOC on five samples in two annual tests.

The company awarded the contract will have to conduct two collaborative trials per year and carry out the statistical processing of the data to grant recognition to the sensory analysis laboratories that demonstrate their competence in the application of the analysis methods. Each trial will consist of a minimum<sup>2</sup> of five samples per panel and an approximate number of 140 participating tasting panels.

 $<sup>^2</sup>$  It is understood that this is an indicative number and that there may be variations in the number of tasting panels, samples and shipping countries.



As a reference, 118 panels from the following countries participated in the 2021 trials: Algeria, Argentina, Australia, Brazil, Chile, Croatia, Cyprus, France, Germany, Greece, Iran (IR), Israel, Italy, Japan, Jordan, Latvia, Morocco, Poland, Portugal, Russia, Slovenia, South Africa, Spain, Tunisia, Turkey, United States and Uruguay.

The successful contractor will send the necessary documentation for the conduct of each test to the participants from each country. This documentation will be prepared by the contractor and validated by the ES.

The company awarded the contract will manage the organisation of each of the two trials and will be responsible for:

- Defining, as indicated by the ES, the sample types, packing details, preservation criteria, packaging and transport conditions.
  - Each sample must be prepared in 500 ml tinted glass or food-grade PET containers. With inviolable caps for both tests, as well as for the double set and the additional set sent within the programme of the accompanying and training programme of the sensory analysis laboratories. The samples will be stored in a dry environment away from light between 4°C and 10°C. They will be packed appropriately to prevent breakage. The fastest and safest transport will be used.
- Preparing the preliminary documentation, including instructions for the tests.
- Conducting the homogeneity and stability test of the samples.
- Preparation, random or batch coding, under the conditions established by the ES. Sending of samples to participants, receipt of results through a web-based software, data processing and statistical treatment. All results will be processed according to the established criteria and variations will be recorded. The ES will provide the statistical methodology.
- Attending to and answering any clarifications or queries made by the panels, in agreement with the ES.

The awarded company will issue a report and conclusions of the results of each collaborative sensory analysis test. The reports will include at least:

- Statistical methodology used
- Set of results obtained
- Results obtained and comments
- Graphs for interpretation of the results
- Recommendations and conclusions.

The maximum period for completing the report for each trial will be 30 days from the receipt of all data and in accordance with the deadlines established by the ES.

A representative of the company will participate, at their own expense, in the two meetings of experts in the organoleptic assessment to be held at the IOC headquarters or by videoconference for organising the tests and presenting the results.



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The contractor will send the reports of each test to the participants on a date to be agreed by the ES.

The company awarded the contract will attend to and respond to any appeals lodged by the panels once the reports have been received in agreement with the ES.

The successful contractor will provide the ES with at least 10 containers of each of the samples left over from these two collaborative trials.

#### 3.4. Accompaniment and training programme for sensory laboratories

In this programme, the company awarded the contract will send a double set of each of the samples from both tests to each participating panel. This shipment will be made simultaneously with the shipment of the test samples, but in separate packaging.

Likewise, at the end of each year, the company awarded the contract will inform the participating panels that an additional set of 500 ml samples of the two sensory analysis trials will be made available, upon request and payment for their dispatch, together with a report compiling the results obtained in the trials, under the conditions established by the ES. The company will deal with requests and coordinate shipments with applicants.

## 3.5. International ring tests for the validation of analytical methods and statistical treatment of their results

As part of its olive oil chemistry and standardisation activities, the IOC periodically studies and reviews methods of analysis to guarantee the quality and authenticity of olive products, organising ring tests to validate these methods.

The company awarded the contract will have to attend to the collaborative tests that arise throughout the year both for the supply of oils and for the statistical study and reporting. The number of tests will not exceed five per year and the number of laboratories participating in each test will be between 10 and 20<sup>3</sup>.

## 3.6. Services to be performed under the agreement for the control of the quality and authenticity of olive oils and olive-pomace oils sold on import markets

Collaboration with the IOC in the reception of the samples, customs formalities, labelled verification and registration in the database, preparation, coding and dispatch of the samples for physico-chemical and sensory analysis (if necessary) to laboratories recognised by the IOC for each period, issue of the results and, in the event of irregularities, management of the counter-analysis procedure in accordance with the

<sup>&</sup>lt;sup>3</sup> It is understood that this is an indicative number and that there may be variations in the number of tests, participating laboratories and sending countries.

provisions of the agreement. The costs of this service will be borne by the signatory associations to the agreement.

#### 3.7 Production of samples with certified reference values

The successful tenderer will each year supply at least three samples of virgin olive oil with different majority defects of significant intensity and in a quantity of at least 100 litres of each sample. They will be prepared in 500 ml containers.

The samples will be selected on the basis of the results obtained in the data processing and statistical treatment following tasting by a minimum of 20 panels from different countries recognised by the IOC in the year in force and selected by the IOC in collaboration with the company awarded the contract.

The company awarded the contract will issue a report and the conclusions of the panels' results for each sample, as well as the certificates for each sample, in agreement with the ES.

#### 3.8 Sample management for dissemination activities organised by IOC

The contractor will work with the IOC to prepare and dispatch samples and manage communications, for the implementation of dissemination activities organised by the IOC due to the problems encountered in deliveries from the ES.

#### • Collaboration in the organisation of an annual workshop

The company awarded the contract will collaborate with the IOC in the management of an annual harmonisation workshop for IOC-recognised panels, by acquiring and sending samples to the participating panels, as well as collaborating on the administrative management of the workshop.

The number of participants and shipments will vary between 100 and 120<sup>4</sup> panels from different countries with a maximum of 25 references of different olive oils per shipment and in maximum containers of 125 ml for each reference.

The company awarded the contract will purchase, prepare and/or package the necessary oils, send them to the various laboratories, generate and manage the accompanying documentation and certificates, and manage communications with the recipients.

#### • Sample management for training

The company awarded the contract will collaborate with the IOC on the management of sending reference samples, and preparing communications, documentation and certificates for implementing training activities, as well as courses on the organoleptic assessment of olive oil.

<sup>&</sup>lt;sup>4</sup> It is understood that this is an indicative number and that there may be variations in the number of participating panels and countries of dispatch.



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For these activities, samples of different oils from leftovers of collaborative trials and/or certified samples and/or samples provided by the IOC will be sent in quantities of 125, 250 or 500 ml, depending on availability.

#### 3.9 Procurement of oils for the IOC

The company awarded the contract will collaborate with the IOC on the purchase of oils, making and managing the purchase, at the request of the ES, of up to 25 different oils per year, up to 25 litres each, for delivery to IOC headquarters.

These samples will be used in events organised by the IOC: Mario Solinas Quality Award, sampling, meetings, tasting sessions, training and courses.

#### 3.10 Technical assistance

The awarded company will provide the IOC with a specialised assistant to help implement activities and provide administrative support to IOC staff when necessary.

The assistant will carry out their duties from the company, which will provide the necessary tools to carry out the work.

The final timetable with the dates of each service will be established by the ES and communicated to the successful tenderer.

#### 4. <u>TECHNICAL REQUIREMENTS, PROFESSIONAL QUALIFICATIONS AND</u> <u>CONDITIONS</u>

Natural or legal persons, Spanish or foreign, who have full capacity to act, are not subject to a prohibition on contracting, and can prove their economic, financial and technical or professional solvency, may take part in the tendering procedure.

Legal persons may be awarded contracts only for services which fall within the aims, objective or scope of activity which, according to their founding statutes or by-laws, are specific to them.

The tender proposals may also be submitted by consortia of entrepreneurs that are temporarily constituted for this purpose, without it being necessary to formalise them in a public deed until the contract has been awarded to them. The companies that participate in temporary joint ventures will be jointly and severally liable and must appoint a sole representative or proxy for the joint venture with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination, without prejudice to the existence of joint powers of attorney that may be granted for collections and payments of significant amounts.

The successful tenderer must comply with the services and benefits offered, and in any



case, those detailed in these specifications.

The successful tenderer must provide certifications, approvals, authorisations and, in general, all documentation required by current legislation.

The successful tenderer will perform all actions or activities necessary to comply with the applicable law in force.

The successful tenderer must provide at their own expense the means and resources necessary to carry out the services and benefits offered.

The successful tenderer will be responsible for any damage caused to persons, materials or third parties due to the actions carried out in the performance of the service; therefore, they must have an insurance policy that covers any incident that may occur in the execution of the aforementioned service.

The successful tenderer will be responsible for the technical quality of the work performed and the services rendered, as well as for the consequences for the IOC or third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the performance of the contract. The successful tenderer must provide, for the performance of the services covered by the contract, the necessary resources, both technical and business, for the proper performance of the services, as well as to achieve the optimum quality of service.

The successful tenderer will have the technical resources necessary for the proper performance of the contract and to maintain the level of service required in each case. These resources will depend exclusively on the successful tenderer, who will have all the rights and duties inherent in their capacity as employer in respect thereof, the IOC being entirely unrelated to these labour relations, as well as to the responsibilities that may arise from such relations, which the successful tenderer expressly accepts at their own expense.

The successful tenderer will, if necessary, immediately replace the necessary resources in such a way as to ensure that the performance of the contract is always guaranteed. In any case, the successful tenderer will propose to the IOC a list of resources which will be subject to the established control and security rules.

The ES may update the contract and its annexes when necessary for technological reasons.

#### **Staff conditions**

The personnel included in the proposal must have the necessary training, education and technical knowledge for the performance of the services covered by this contract.

The successful tenderer must inform the IOC of the name and Curriculum Vitae (CV) of the person responsible for the provision of the services. The successful tenderer must



also inform the IOC of the number of persons employed to carry out the project under this contract. The IOC reserves the right to request a list of the successful tenderer's employees providing services for the IOC at any given time.

The human resources that are to carry out the services will be linked to the contractor who, to all effects and purposes, assumes the legal character of a businessperson with all the rights and obligations inherent to this condition, in accordance with the legislation in force, submitting at all times to the instructions and orders of the contractor.

The successful tenderer must be up to date with the payment of salaries and social security contributions of the personnel who, dependent on them, carry out the work that is the object of the contract, and especially be up to date with the payment of Occupational Risk Prevention and Occupational Accident insurance. Likewise, they must adopt and comply with the regulations on occupational risk prevention, not only those required by law, but also those that may be necessary as a consequence of the type of work to be carried out, providing its personnel with the necessary protective elements for this purpose. Failure by the successful tenderer to comply with these obligations will not entail any liability on the part of the IOC.

#### 5. DOCUMENTATION

The documentation will be submitted in four closed, sealed and stamped envelopes containing:

#### **ENVELOPE 1: ADMINISTRATIVE DOCUMENTATION:**

- 1. <u>Details of the tenderer</u>: name of the tenderer/company name; telephone numbers; email address; tax identification number; contact person; covering letter and duly completed annexes.
- 2. <u>Proof of not meeting exclusion criteria</u>: the tenderer must submit the following documents:
- a) Criminal record certificate of the company and of the administrators
- b) Certificates justifying that tax and social security payments are up to date
- c) Certificates justifying that social security payments are up to date
- d) Duly completed and signed exclusion criteria form (listed in the checklist)
- e) Duly completed and signed conflict of interest forms (listed in the checklist).

## Note: Criminal records and administrative certificates may be considered recent if they are not more than one year old from their date of issue and are still valid on the date of application).

- 3. <u>Proof of the tenderer's economic and financial capacity, provided through the following documents</u>:
- a) Financial institutions report
- b) Statement on the overall turnover of the company/entity for the last three financial years, including the balance sheet and profit and loss account. Alternatively, full annual accounts of the company for the last three financial years duly filed with the company register.



- c) Any other documentation the tenderer deems necessary to demonstrate solvency and which is deemed sufficient by the IOC.
- 4. Proof of technical or professional capacity provided through the following:
- a) A list of services provided in the last three years similar to those required in this invitation to tender;
- b) Proof of experience in similar work (letters of reference, certificates clearly indicating the volume of work carried out);
- c) Any other documentation that the tenderer deems necessary to demonstrate their technical and/or professional capacity.

#### ENVELOPE 2: FINANCIAL OFFER

This financial offer must be broken down into five parts.

**Part one**: Breakdown of the cost of services under items 1, 2 and 3 (below):

**Item 1.** Budget including supply of sample oils, preparation, homogeneity and stability testing, random or batch coding, under the conditions established by the ES, and shipment of the samples to the participants (first phase of the collaborative trials).

**Item 2.** Budget including data processing through a web-based software, statistical treatment of the tests, presentation to the technical commission and group of experts, subsequent sending of the results to the laboratories and attending to possible appeals (second phase of the collaborative tests).

**Item 3.** Budget including the development of an evaluation and compliance system according to the requirements of the IOC and the protocol and monitoring of the system of recognition of physico-chemical and/or organoleptic analysis laboratories as well as international ring tests.

Part two: cost of services under item 4 (below):

**Item 4.** Budget to include the services of accompanying and training programmes for physico-chemical and sensory analysis laboratories as well as those carried out by them.

Part three: cost of services under item 5 (below):

**Item 5.** Budget including the services to be performed under the agreement on the control of the quality and authenticity of olive oils and olive-pomace oils sold on import markets, to be borne by the associations signatory to the Agreement.

Part four: cost of services under item 6 (below):

**Item 6.** Budget to produce samples with certified reference values.

**Part five:** Breakdown of the cost of services under items 7 and 8 (below):

**Item 7.** Budget including sample management for the workshop, for training and dissemination and technical assistance services.



The budget for this item will be divided into three equal parts, as the services covered by this item will be carried out each month of the year from January onwards.

Item 8. Budget including oil procurement services for the IOC.

Prices must be given in euros (figures and words), including VAT and other taxes. The price quoted will include all the rights and obligations set out in these specifications.

The tender price must also include all costs that the successful tenderer must incur for the performance of the contract, such as the necessary materials, transport and travel or the fees and remuneration of the personnel at their expense.

#### ENVELOPE 3: TECHNICAL REPORT

Tenderers are required to submit a technical report clearly outlining how the service is to be organised, which must include the following:

- 1. Detailed, clear and complete list of all services offered
- 2. Proposed plan of action, as well as proposed calendar for implementation
- 3. Material and human resources made available for the work.

The IOC will examine the proposed action plan submitted by the tenderer, including any proposals for additional services included in the tender.

#### ENVELOPE 4: DIGITAL COPY

This envelope will contain digital copies in three separate sealed envelopes as follows:

- ENVELOPE 1 Containing a pen drive with the administrative documentation.
- ENVELOPE 2 Containing a pen drive with the financial offer.
- ENVELOPE 3 Containing a pen drive with the technical report.

#### 6. <u>CALENDAR</u>

Both parties will agree in advance and before the beginning of the year on a working calendar for regular actions. Specific non-regular actions will be mutually agreed prior to their implementation.

#### Activities taking place throughout the year 2022:

- Sample management for training and quality control activities.
- Procurement of oils for the IOC.
- Technical assistance for administrative support to IOC staff.
- International ring tests to validate analytical methods and conduct statistical treatment of the results.



• Services under the agreement on the control of the quality and authenticity of olive oils and olive-pomace oils sold on import markets.

#### FIRST HALF OF 2022:

- Sample preparation and submission of the annual international collaborative test for the control of the competence of physico-chemical analysis laboratories and the statistical processing of the results.
- Sample preparation and submission of the two annual international collaborative trials and statistical processing of their results for the recognition of sensory analysis laboratories.
- Performance of the relevant services within the programme for accompanying physico-chemical analysis laboratories.
- Sending of the double set of samples as part of the sensory analysis laboratory training and support programme.

#### SECOND HALF OF 2022:

- Drafting and submission of the report on the results of the annual international collaborative test on the competence of physico-chemical analysis laboratories for IOC recognition.
- Drafting and sending the report on the results of the two annual international collaborative tests on the competence of the sensory analysis laboratories for IOC recognition.
- Monitoring and accompanying services for physico-chemical analysis laboratories.
- Sending samples as part of the accompaniment and training programme: additional set of sensory analysis and control samples in physico-chemical analysis.
- Collaboration on the organisation of an annual workshop.
- Production of samples with certified reference values.

#### 7. EXCLUSION CRITERIA

Tenderers will be excluded from participating in a tender procedure if:

- a) They are insolvent, bankrupt or in liquidation, are in insolvency administration or judicial administration, have entered into any arrangement with creditors, have suspended business operations, are the subject of proceedings in relation to such matters, or are in any analogous situation arising from any similar proceedings under national law or regulation;
- b) They have been convicted of any offence relating to professional conduct by a judgment which has the force of res judicata;



- c) They have been found guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) They have not fulfilled their obligations relating to the payment of social security contributions or taxes of any kind;
- e) They have been charged with for fraud, corruption, participation in a criminal organisation or any other illegal activity;
- f) They have been convicted for serious and culpable breach of their contractual obligations in relation to another tender procedure.

#### 8. SELECTION CRITERIA

These allow judgement on whether the tenderer has the technical, professional, financial and economic capacity to perform the contract.

#### 9. AWARD CRITERIA

Tenders will be evaluated along the following parameters:

- ✓ Price (40%)
- ✓ Professional experience in similar work (20%)
- ✓ Services offered (30%)
- ✓ Supplementary services (10%)

#### 10. DURATION OF THE CONTRACT

The contract will enter into force on 1 January 2022, provided that it has been signed by the contracting parties.

The corresponding contract will have an annual duration, which may be extended in writing for periods not exceeding one year, with a maximum duration, including extensions, of four years. The annexes to be signed annually between the ES and the successful tenderer will form part of the contract.

If the successful tenderer does not intend to extend the contract in any of its annual renewals, it must give THREE MONTHS' notice to the IOC and must provide sufficient technical assistance for handover to the new supplier replacing it in the service during the three months following the termination of the contract. The successful tenderer must draw up a technical handover report and submit it to the ES before the end of the contract.

The prices set out in the offer may vary annually. The increase may not exceed the rise in the consumer price index over the last 12 months according to the official data provided by the Spanish National Statistics Institute for the general index.

#### 11. <u>GUARANTEE</u>

The IOC will require the successful tenderer to lodge a prior guarantee to ensure full performance of the contract, in accordance with the model annexed to the contract.



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The guarantee will be given in euros and will be lodged by a bank or an approved financial institution to provide an irrevocable guarantee of the successful tenderer's obligations.

#### 12. CONTACT DETAILS

The authorised point of contact for questions regarding this invitation to tender is: International Olive Council, C/Príncipe de Vergara, 154 28002 Madrid, Spain Email: <u>iooc@internationaloliveoil.org</u>

Any contact should be made in writing. Questions and answers will be published on the IOC website: <u>http://www.internationaloliveoil.org/</u>

#### 13. MISCELLANEOUS

This award procedure will be governed by the terms of these specifications, the tender documents, the provisions of the Financial Regulations of the IOC, the provisions on implementing procedures and any other present or future applicable provisions.

Once the tenders have been received, the ES reserves the right to declare the tender null and void and to renegotiate with the best-valued applicants.

Up to the moment of signature, the contracting authority may cancel the award procedure without the candidates or tenderers being entitled to compensation. Such a decision must be reasoned and notified to the candidates or tenderers.

All work and information produced by the successful tenderer in performance of the contract will be the property of the IOC, and the successful tenderer may not object on the grounds of copyright. The ES reserves the right to interpret these specifications. Participation in this award procedure implies full acceptance by the tenderer of all the clauses contained in the specifications and any obligations arising therefrom.

Madrid, 20 September 2021

Abdellatif Ghedira Executive Director