



SAGE NO: .....

CONTRACT NO. ....

**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.**

The International Olive Council (hereinafter referred to as "the IOC"), represented by the Executive Secretariat (hereinafter referred to as "the ES"), which is represented for the purposes of signing this contract by Abdellatif Ghedira, Executive Director, on the one hand, and

[full official name]

[official legal form]

[legal registration number]

[full official address]

[VAT identification number]

(hereinafter referred to as "the successful tenderer"), represented for the purposes of signing this contract by ..... as ..... on the other,

**AGREE**

The following Special Conditions and General Conditions and the following Annexes:

- Annex I** Tender specifications under reference CO/2021-14
- Annex II** Successful tenderer's offer
- Annex III** Model order form
- Annex IV** Financial guarantee model

Forming an integral part of this contract (hereinafter referred to as "the contract").

The terms of the Special Conditions will prevail over the terms of the other parts of the contract. The terms of the General Conditions will prevail over the terms of the annexes. The terms of the specifications (Annex I) will prevail over the terms of the tender (Annex II).

Without prejudice to the above, the various documents that make up the contract must be explicable to each other. Any ambiguity or discrepancy within the same part or between different parts will be explained or corrected by a written instruction from the ES, without prejudice to the successful tenderer's rights referred to in Article I.7 if the successful tenderer contests such instruction.



## **I - SPECIAL CONDITIONS**

### **ARTICLE I.1 – PURPOSE**

- I.1.1.** The purpose of the contract is to procure the services for carrying out the collaborative trials organised by the IOC, the statistical processing of the results of the collaborative trials, the programme for accompanying and training panels and laboratories, and the monitoring of oils included in the agreement for the quality control of olive oils and olive-pomace oils sold on import markets, as well as the management of samples for activities organised by the IOC (workshops, Mario Solinas Quality Award, reference materials, training) and the provision of technical assistance to the IOC.
- I.1.2.** The successful tenderer will perform the tasks assigned to them in line with the specifications attached to this contract (Annex I) and in their tender (Annex II).

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

- I.2.1.** The contract will enter into force on 1 January 2022, provided that it has been signed by the contracting parties, and will have a maximum duration of four years. No task may start until the order form for that task has been signed by both parties.
- If the successful tenderer does not intend to extend the contract in any of its annual renewals, they must give NINETY DAYS' notice to the IOC and must provide sufficient technical assistance for the handover to the new supplier during the NINETY DAYS following the termination of the contract.
- The successful tenderer will prepare a technical handover report and submit it to the ES before the end of the contract.
- I.2.2.** Under no circumstances may the execution of the tasks begin before the date of entry into force of the contract.
- I.2.3.** Once the order has been placed (using the model included in Annex III) the successful tenderer will carry out the work according to the agreed schedule.

### **ARTICLE I.3. – PRICE OF THE CONTRACT**

- I.3.1.** The amount payable by the ES under the contract will follow the rates set out in Annex II. VAT and other taxes will be included.

Each order will be accompanied by an order form signed by the IOC to be accepted by the company awarded the contract.

Also to be included are all expenses that the successful tenderer must incur for the fulfilment of the consideration, such as the necessary materials, transport and travel or fees and remuneration of the personnel at their expense.

The prices quoted will include all the rights and obligations set out in the specifications in Annex I.



The amount may be revised annually, considering for calculating the year the date of signature of the agreement with the consumer price index for that year, according to the official data provided by the National Institute of Statistics for the general index.

I.3.2. Not applicable

### **ARTICLE I.3 (B) – GUARANTEE**

As stated in the tender documents, the successful tenderer must deposit a financial guarantee of TEN PERCENT (10%) of the annual contract value.

### **ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES**

Payment for the services provided in each order form will be made on presentation of an invoice. Payment will only be made if the successful tenderer has fulfilled all contractual obligations on the date on which the invoice is sent. Invoices will be paid by bank transfer and will be sent by email only, to the following address: [factura@internationaloliveoil.org](mailto:factura@internationaloliveoil.org).

I.4.1. Turnover

The successful tenderer must issue invoices with at least the following information:

- name and address of the successful tenderer
- date and number of the invoice
- contract numbers mentioned on page 1 of the contract
- price before and after tax
- percentage and amount of VAT
- bank account information as described in Article I.5.

### **ARTICLE I.5 – BANK ACCOUNT**

Payments must be made to the successful tenderer's bank account in euros, identified as follows:

Name of bank: [to be completed].  
Full address of bank branch: [to be completed]  
Full name of account holder: [to be completed]  
Full bank account number including codes: [to be completed]  
[IBAN code: [to be completed]  
SWIFT/BIC code: [to be completed]

### **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication concerning the contract will be in writing and will include the contract number. Ordinary mail will be deemed to have been received by the ES on the date on which it is registered by the responsible department indicated below.



Communications should be sent to the following address:

*ES:*

International Olive Council  
Príncipe de Vergara, 154  
28006 MADRID (SPAIN)

## **ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.7.1.** The contract will be governed by Spanish substantive law.

**I.7.1a.** Without prejudice to Article I.7.2, in the event of a dispute between the parties arising out of the interpretation or application of the contract, if the dispute cannot be settled by negotiation, the parties agree to submit the dispute to mediation.

If either party gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties will jointly appoint an acceptable mediator within two weeks of the date of such written agreement.

If the parties are unable to agree on the appointment of a mediator in that time, either party may request the appointment of a mediator before the Madrid Business Mediation Centre of the Madrid Chamber of Commerce, in accordance with its regulations in force on the date of submission of the request for mediation.

If the disputes are not settled under these regulations within 60 days of the request for mediation being admitted by the Centre, or upon the expiration of any other period of time expressly agreed by the parties, the disputes will be finally settled by arbitration in accordance with Article I.7.2.

Furthermore, the parties agree to bear equally the costs of the mediation by the mediator, not including other expenses incurred by a party in connection with the mediation.

**I.7.2.** Any dispute between the parties arising out of the interpretation or performance of the contract which cannot be settled by amicable agreement will be submitted to the Court of Arbitration of the Madrid Chamber of Commerce, which will be responsible for administering the arbitration and appointing an arbitrator in accordance with the provisions of its regulations in force at the date the request for arbitration is submitted. The Arbitral Tribunal will be composed of one arbitrator. The place of arbitration will be Madrid. The decision of the arbitrator will be enforceable and not subject to appeal. Each party will be liable for its share of the arbitration costs in line with the provisions of the applicable arbitration rules.

## **ARTICLE I.8 – DATA PROTECTION**

Any personal data included in the contract will be processed in accordance with the IOC policies and procedures in force and for the sole purpose of the performance, management and monitoring of the contract by the IOC Executive Director. The successful tenderer will have the right to access their personal data and to rectify any inaccurate or incomplete data.



## **ARTICLE I.9- OTHER SPECIAL CONDITIONS**

### **I.9.1. Procedure for approval of deliverables**

Not applicable.

### **I.9.2. Models for financial guarantees**

Attached as Annex IV.

### **I.9.3. Penalties for non-compliance with contractual obligations**

Should the successful tenderer fail to perform the obligations under the contract in accordance with the highest standards of performance expected, then, without prejudice to the actual or potential liability that the successful tenderer may incur in relation to the contract or to the right of the ES to terminate the contract, the ES may decide to impose financial penalties of up to 10% of the amount in Article I.3.1 of the contract. The successful tenderer may submit arguments against this decision within 30 days of notification by registered letter with acknowledgement of receipt or equivalent. If the successful tenderer fails to state its position or if the ES does not revoke its decision in writing within 30 days of receipt of the arguments, the decision requiring financial penalties will be enforceable.

### **I.9.4. Combined penalties and damages**

The combined amount of the penalty according to Article I.9.3 together with the liquidated damages in Article II.16 may not exceed 10% of the contract price as specified in Article I.3.1 of the contract.

### **I.9.5 Change of bank account**

Changes of bank account (specified above in Article I.5) must be made by written agreement signed by the parties and must be indicated on the invoice or request for payment. The duly completed financial identification form, signed or countersigned by the official representative of the successful tenderer, must be used.

**I.9.6** Not applicable

### **I.9.7 Termination by either of the contracting parties**

Either of the contracting parties may, of its own free will and without being required to pay compensation, terminate the contract by giving 90 days' formal notice. If the ES terminates the contract, the successful tenderer is only entitled to payment for the partial performance of the contract. Upon receipt of the letter of termination of the contract, the successful tenderer will take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. They will draw up the documents required in the particular conditions for the tasks performed up to the date on which the termination comes into effect, within a period not exceeding 60 days from that date.

## **II – GENERAL CONDITIONS**



## **ARTICLE II.1 – EXECUTION OF THE CONTRACT**

- II.1.1.** The successful tenderer will execute the contract with the utmost professionalism. The successful tenderer will be solely responsible for compliance with all legal obligations incumbent upon them, in particular those arising from labour, tax and social laws.
- II.1.2.** The necessary formalities for obtaining the permits and authorisations required to execute the contract, in accordance with the laws and regulations in force at the place where the tasks entrusted to the successful tenderer are to be executed, will be the sole responsibility of the successful tenderer.
- II.1.3.** Without prejudice to the provisions of Article II.3, any reference in the contract to the staff of the successful tenderer will refer exclusively to persons participating in the performance of the contract.
- II.1.4.** The successful tenderer will ensure that all persons involved in the execution of the contract have the professional qualifications and experience required for the performance of the tasks assigned to them.
- II.1.5.** The successful tenderer may not represent the ES or behave in any way to create such an impression. They must inform third parties that they are not a member of the IOC staff.
- II.1.6.** The successful tenderer will be solely responsible for the personnel carrying out the tasks entrusted upon them.

Within the framework of employment or service relations with staff, the successful tenderer will specify:

- That the personnel performing the tasks entrusted to the successful tenderer may not receive direct orders from the ES;
  - That the ES may under no circumstances be considered the employer of such personnel and that the latter will undertake to not invoke before the ES any rights arising from the contractual relationship between the ES and the successful tenderer.
- II.1.7.** In the event of any incident arising from the actions of any of the contractor's staff working on the premises of the ES, or in the event of the experience and/or skills of any of the contractor's staff not matching the profile required by the contract, the contractor will replace them without delay. The ES may request, stating its reasons, the replacement of the staff member concerned. The replacement staff must have the necessary qualifications and be capable of continuing performance of the contract under the same contractual conditions. The successful tenderer will be liable for any delay in the performance of the tasks entrusted to it as a result of the replacement of staff in accordance with the provisions of this Article.
- II.1.8.** If any unforeseen event, act or omission directly or indirectly hinders the partial



or total performance of the tasks, the successful tenderer must take note of it and notify the ES without delay and on their own initiative. The report will contain a description of the problem, the date on which it arose and the measures taken by the successful tenderer to ensure full compliance with the contractual obligations. In such a case, the successful tenderer will give priority to the resolution of the problem rather than to the determination of responsibilities.

- II.1.9.** If the successful tenderer fails to perform its contractual obligations in accordance with the contract, the ES may, without prejudice to its right to terminate the contract, reduce or recover its payments in proportion to the degree of non-performance. The ES may also impose penalties or damages in accordance with Article II.16.

### **ARTICLE II.2 – LIABILITY**

- II.2.1.** Except in the case of wilful misconduct or gross negligence on its part, the ES may not be held liable for damage caused by the successful tenderer in the performance of the contract.
- II.2.2.** The successful tenderer will be liable for any loss or damage caused by its personnel during the performance of the contract, including in the context of subcontracting as referred to in Article II.8. The ES may not be held liable for acts or omissions committed by the successful tenderer during the performance of the contract.
- II.2.3.** The successful tenderer will be liable for any compensation in the event of any lawsuit, claim or recourse brought by a third party against the ES because of any damage caused by the successful tenderer during the performance of the contract.
- II.2.4.** During any lawsuit brought by a third party against the ES in connection with the performance of the contract, the successful tenderer will assist the ES. The costs incurred by the successful tenderer for this purpose may be borne by the ES.
- II.2.5.** The successful tenderer will take out insurance covering the risks and damages relating to the performance of the contract as required by the applicable legislation. They will take out any supplementary insurance policies in addition to those in use in the given sector of activity. They will provide the ES with copies of all relevant insurance policies if requested to do so.

### **ARTICLE II.3 – CONFLICT OF INTEREST**

- II.3.1.** The successful tenderer will take all appropriate measures to prevent any situation likely to compromise the impartial and objective performance of the contract. In particular, there may be a conflict of interest due to financial interests, political or national affinities, family or emotional ties, or any other relationship or community of interest. Any conflict of interest arising during the performance of the contract must be reported to the ES without delay and in writing. In the event of such a conflict, the successful tenderer will immediately take all appropriate steps to remedy it.



The ES reserves the right to verify the relevance of these measures and, if necessary, to require additional measures to be taken within a period specified for this purpose. The successful tenderer will ensure that the members of its staff and of its administrative and management bodies are not in a situation that could give rise to a conflict of interest. Without prejudice to Article II.1, the successful tenderer will immediately replace any member of its staff who is exposed to such a situation, without requiring the ES to pay compensation.

**II.32.** The successful tenderer will refrain from any contact that could compromise its independence.

**II.33.** The successful tenderer declares:

- That it has not made and will not make any offer, of whatever nature, of which it could take advantage under this contract;
- That it has not given, sought, attempted to obtain or accepted, nor will it give, seek, attempt to obtain or accept any benefit, in cash or in kind, from or for anyone, where such benefit would constitute an illegal practice or involve corruption, directly or indirectly, insofar as it is a gratuity or reward in connection with the performance of the contract.

**II.34.** The successful tenderer will transmit in writing all relevant obligations to members of its staff and its administrative and managerial bodies, as well as to third parties involved in the performance of the contract. It will send the ES a copy of the instructions given and the commitments entered into, if requested to do so.

#### **ARTICLE II.4 – PAYMENTS**

**II.4.1.** Not applicable

**II.4.2.** Not applicable

**II.4.3.** Not applicable

#### **ARTICLE II.5 – GENERAL PROVISIONS ON PAYMENTS**

**II.5.1.** Payments will be considered made on the date on which they are debited to the account of the ES.

**II.5.2.** The payment deadlines stipulated in Article I.4 may be suspended by the ES at any time, provided that the successful tenderer has been informed that their payment request is ineligible, either because the claim is not due or because it is not accompanied by the relevant supporting documents. In case of doubt as to the eligibility of the expenditure mentioned in the payment request, the ES may suspend the payment deadline to carry out additional checks or on-the-spot checks to determine, prior to payment, whether the expenditure is eligible.

The ES will notify the successful tenderer of such suspension and the reasons for it by registered letter with acknowledgement of receipt or by equivalent means. The suspension will take effect on the date of dispatch of the letter. The remainder of the period provided for in Article I.4 will restart once the suspension has been





lifted.

**II.5.3.** In the event of late payment, the successful tenderer will be entitled to interest for late payment, provided that the amount of such interest exceeds EUR 200. If the amount does not exceed EUR 200, the successful tenderer may claim default interest within two months of receipt of payment.

Interest will be calculated at the interest rate applied by the European Central Bank to its most recent main refinancing operations (the 'reference rate'), plus seven percentage points (the 'margin'). The applicable reference rate will be the rate in force on the first day of the month in which payment falls due. The interest will apply to the period between the calendar day following the due date for payment and the date of payment inclusive. Suspension of payments by the ES will not be considered as a delay in payment.

### **ARTICLE II.6 – RECOVERY**

**II.6.1.** If the total of payments made exceeds the amount due under the contract or if a recovery is justified under the terms of the contract, the successful tenderer will repay the corresponding amount in euros on receipt of the debit note, in accordance with the procedures and deadlines laid down by the ES.

**II.6.2.** If payment is not made within the time limit indicated in the request for reimbursement, interest will be added to the amount due at the interest rate referred to in Article II.5.3. Interest will be payable from the calendar day following the due date until the calendar day on which the debt is repaid in full.

**II.6.3.** The ES may, after notifying the successful tenderer, collect receivables that are certain, of a fixed amount and due by way of compensation if the successful tenderer also has receivables that are certain, of a fixed amount and due from the IOC. The ES may also demand enforcement of the guarantee, if so stipulated.

### **ARTICLE II.7 – REIMBURSEMENTS**

**II.7.1.** Not applicable

**II.7.2.** Not applicable

**II.7.3.** Not applicable

**II.7.4.** Not applicable

**II.7.5.** Not applicable

### **ARTICLE II.8 – OWNERSHIP OF RESULTS – INTELLECTUAL OR INDUSTRIAL PROPERTY**

Any results or rights, including industrial and intellectual property rights, arising from the performance of the contract will belong solely and exclusively to the IOC, which may use, publish, assign or transfer them as it deems appropriate, without geographical or other limitation, unless industrial or intellectual property rights exist prior to the conclusion of the contract.

### **ARTICLE II.9 – CONFIDENTIALITY**

**II.9.1.** The successful tenderer undertakes to treat all information and documents



relating to the performance of the contract in strict confidence and not to use or disclose them to third parties. The successful tenderer will continue to be bound by this undertaking after completion of the tasks.

- II.92.** The successful tenderer will obtain from all members of its staff and its administrative and managerial bodies an undertaking to respect the confidentiality of all information relating directly or indirectly to the performance of the tasks and not to disclose to third parties or use for their own benefit or that of third parties any documents or information which have not been made public, even after completion of the tasks.

#### **ARTICLE II.10 – USE, DISSEMINATION AND PUBLICATION OF INFORMATION**

- II.10.1.** The successful tenderer will authorise the IOC to process, use, disseminate and publish for all purposes, by all means and on all media, the data contained in or relating to the contract, in particular the identity of the successful tenderer, the subject and duration of the contract, the amount paid and the reports. In the case of personal data, Article I.8 will apply.
- II.10.2.** Unless otherwise provided for in the Special Conditions, the ES is not obliged to disseminate or publish documents or information submitted in connection with the performance of the contract. If it decides not to publish the documents or information submitted, the successful tenderer may not disseminate or publish them elsewhere without the prior written consent of the ES.
- II.10.3.** Any dissemination or publication by the successful tenderer of information relating to the contract must be authorised in writing in advance by the ES. They must state the amount paid by the IOC and specify that the views expressed are those of the successful tenderer alone and do not represent the official position of the IOC.
- II.10.4.** The successful tenderer will be prohibited from using the information obtained in connection with the contract for purposes other than the performance of the contract, except with the prior express written authorisation of the ES.

#### **ARTICLE II.11 – TAX PROVISIONS**

- II.11.1.** The successful tenderer will be solely responsible for compliance with the applicable tax legislation. Any non-compliance will invalidate the invoices submitted.
- II.11.2.** Not applicable
- II.11.3.** Not applicable
- II.11.2.** Invoices submitted by the successful tenderer will state the place of taxation for VAT and will mention separately the amounts exclusive of VAT and the amounts inclusive of VAT.

#### **ARTICLE II.12 – FORCE MAJEURE**



- II.12.1.** “Force majeure” means any unforeseeable and exceptional situation or event, independent of the will of the parties and not attributable to the fault or negligence of either or of a subcontractor, which prevents one of the parties from performing one or more of its contractual obligations and which could not be resolved despite all due diligence. Defects in equipment or materials, delays in deliveries, labour disputes, strikes or financial problems may only be invoked as force majeure if they are a direct consequence of a specific force majeure.
- II.12.2.** Without prejudice to Article II.1.8, if one of the contracting parties is confronted with a case of force majeure, it will notify the other party without delay by registered letter with acknowledgement of receipt or by an equivalent means, specifying its nature, its probable duration and its foreseeable effects.
- II.12.3.** Neither party will be deemed to have failed to fulfil its contractual obligations if it was prevented from doing so by force majeure. If the successful tenderer is prevented by force majeure from fulfilling their contractual obligations, their entitlement to remuneration is limited to the tasks actually performed.
- II.12.4.** The contracting parties will take all appropriate measures to minimise damage.

#### **ARTICLE II.13 – SUBCONTRACTING**

- II.13.1.** The successful tenderer may not subcontract without the prior written authorisation of the ES or have the contract executed *de facto* by third parties.
- II.13.2.** Even if the ES authorises the successful tenderer to subcontract to third parties, this does not release them from their obligations vis-à-vis the ES under the contract and they alone assume full responsibility for its proper performance.
- II.13.3.** The successful tenderer will ensure that the subcontract does not affect the rights and guarantees of the ES under the contract.

#### **ARTICLE II.14 – TRANSFER**

- II.14.1.** The successful tenderer may not assign all or part of the rights or obligations arising from the contract without the prior written consent of the ES.
- II.14.2.** In the absence of the authorisation referred to in paragraph 1 or in the event of non-compliance with the requirements contained therein, the assignment made by the successful tenderer will not be enforceable against or have any effect on the ES.

#### **ARTICLE II.15 – TERMINATION OF THE CONTRACT BY THE ES**

- II.15.1.** The ES may terminate this contract in the following circumstances:
- (a) if the successful tenderer is bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities or is in any analogous situation arising from a



similar procedure provided for in national legislation or regulations;

- (b) if the successful tenderer has not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established or with those of the country in which the contract is to be performed;
- (c) if the ES proves or has serious suspicions that the successful tenderer or any person or entity linked to the successful tenderer has committed grave professional misconduct;
- (d) if the ES proves or has serious suspicions that the successful tenderer or any person or entity linked to the successful tenderer has committed an offence of fraud, corruption, participation in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) if the ES proves or has serious suspicions that the successful tenderer or any person or entity linked to the successful tenderer has committed substantial errors, irregularities or fraud in the award procedure or performing the contract.
- (f) if the successful tenderer fails to comply with the obligations set in Article II.3;
- (g) if the successful tenderer is found guilty of misrepresentation in providing the information required by the ES to participate in the procurement procedure, or has failed to provide such information;
- (h) where a change in the legal, financial, technical or organisational situation of the successful tenderer is likely, according to the ES, to substantially affect the performance of the contract;
- (i) if the execution of the tasks has not actually started within three months of the date set for that purpose and if the new date is, where appropriate, considered unacceptable by the ES;
- (j) if the successful tenderer is unable, through their own fault, to obtain a permit or authorisation necessary for the performance of the contract;
- (k) if the successful tenderer persists in failing to comply with the contractual obligations, even if they have received a written warning stating the nature of the alleged non-compliance and reasonable time to remedy the situation.

**II.15.2.** In the event of force majeure, notified in accordance with the provisions of Article II.4, each of the contracting parties may terminate the contract if its performance cannot be ensured within a period corresponding to at least one-fifth of the planned duration.

**II.15.3.** Prior to any termination under (c), (d), (e), (h) or (k), the successful tenderer may submit observations.

Termination will take effect from the date on which the successful tenderer has received the registered letter with acknowledgement of receipt terminating the contract, or from any other date mentioned in the letter of termination.

**II.15.4.** Effects of termination:



If the ES terminates the contract in accordance with the provisions of this Article, and without prejudice to the other provisions of the contract, the successful tenderer will waive all claims for compensation for indirect damages, in particular for loss of expected profits resulting from non-completion of the works. On receipt of the letter of termination of the contract, the successful tenderer will take all necessary measures to minimise costs, avoid damages and cancel or reduce commitments. They will draw up the documents required by the Special Conditions for the tasks performed up to the date on which the termination becomes effective, within a maximum period of 60 days from that date.

The ES may claim compensation for any damage caused and may recover any sums paid to the successful tenderer under the contract.

After termination, the ES may engage any other contractor to complete the services.

The ES may claim reimbursement from the successful tenderer for any additional costs incurred as a result of the termination of the services, without prejudice to any other right or guarantee in its favour under the contract.

#### **ARTICLE II.15A – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD COMMITTED BY THE SUCCESSFUL TENDERER**

If, after the award of the contract, it is established that substantial errors, irregularities or fraud have been committed by the successful tenderer in the award procedure or in the performance of the contract, the ES may refuse to make payment, recover amounts already paid or terminate all contracts signed with the successful tenderer, in proportion to the seriousness of such errors, irregularities or fraud.

#### **ARTICLE II.16 – DAMAGES**

If the successful tenderer fails to perform their contractual obligations within the period stipulated in the contract, and without prejudice to the actual or potential contractual liability of the successful tenderer and the right of the ES to terminate the contract, the ES may decide to impose on them damages equivalent to 0.2 % of the amount stipulated in Article I.3.1 for each calendar day of delay within the limits laid down in Article I.9.1. The successful tenderer may within 30 days of being notified of this decision, by registered letter with acknowledgement of receipt or by any other equivalent means, lodge a statement of objections. If the latter fails to take a decision or if the ES does not withdraw the decision in writing within 30 days of receipt of the comments, the decision imposing the payment of damages will be enforceable. Such damages will not apply if interest for late performance of the contract is provided for. The ES and the successful tenderer will expressly acknowledge that any amount payable under this Article will be liquidated damages and not a penalty, and will represent reasonable compensation for loss likely to have been incurred as a result of non-performance of the obligations.

#### **ARTICLE II.17 – CONTROLS AND AUDITS**

- II.17.1.** The IOC will have the power to audit documents held by natural or legal persons benefiting from payments from the IOC budget from the signature of the contract until five years after the payment of the balance.
- II.17.2.** The ES or an external body of its choice will have the same rights as the IOC with regard to controls and audits concerning the fulfilment of the contractual obligations from the signature of the contract until five years after the payment



of the balance.

**II.17.3.** In addition, the IOC may carry out on-the-spot checks and inspections from the date of the contract until five years after payment of the balance.

### **ARTICLE II.18 – AMENDMENTS**

Any amendment to the contract must be the subject of a written agreement signed by the contracting parties. No oral agreement may be binding on the contracting parties.

### **ARTICLE II.19 – SUSPENSION OF THE CONTRACT**

Without prejudice to its right to terminate the contract, the ES may at any time and for any reason suspend performance, in whole or in part, of the tasks provided for in the contract. Such suspension will take effect on the date on which the successful tenderer receives notification by registered letter with acknowledgement of receipt or by any other equivalent means, or on a later date specified in the notification. After suspension, the ES may at any time request the successful tenderer to resume the suspended work. The successful tenderer may not claim compensation for having suspended the contract in whole or in part.

This contract is signed electronically on the date indicated in the respective signatures.

The Parties agree that the electronic signature of this Agreement using the Xolido Sign tool will be considered valid and legally binding. This Agreement will be deemed to be an original for all purposes.

### **SIGNATURES**

For the successful tenderer,

.....  
.....

For the IOC

Executive Director  
Abdellatif Ghedira

signature[s]: \_\_\_\_\_

signatures [s]: \_\_\_\_\_



INTERNATIONAL  
OLIVE  
COUNCIL

CONSEJO  
OLEICOLA  
INTERNACIONAL

CONSEIL  
OLEICOLE  
INTERNATIONAL

CONSIGLIO  
OLEICOLO  
INTERNAZIONALE

المجلس  
الدولي  
للزيتون

## ANNEX I: SPECIFICATIONS



INTERNATIONAL  
OLIVE  
COUNCIL

CONSEJO  
OLEICOLA  
INTERNACIONAL

CONSEIL  
OLEICOLE  
INTERNATIONAL

CONSIGLIO  
OLEICOLO  
INTERNAZIONALE

المجلس  
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## ANNEX II: SUCCESSFUL TENDERER'S OFFER





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### ANNEX III: MODEL ORDER FORM



<b>INTERNATIONAL OLIVE COUNCIL</b>  C/ Príncipe de Vergara 154  Madrid - 28002  Tel.: 91 590 36 38 Fax: 91 563 12 63	<b>PURCHASE ORDER</b>	Number of	Sheet no.	Date and reference	
	Code of the successful tenderer:				
	Country of origin: SPAIN				
Currency: EUR					
<b>DESCRIPTION OF THE GOODS OR SERVICES</b>		UNIT	QUANTITY	PRICE in €	
				UNIT	TOTAL
		Packaging Insurance Transport Assembly VAT  <b>TOTAL:</b>			
Place of delivery or performance and/or Incoterm and working hours:		<b>Supplier's signature</b>  Name:  Position:  Date:			
Date of delivery or performance: 15-20 days from acceptance					
Payment: within 30 days of receipt of invoice					
Supplier's bank account:					
<b>Acceptance of the budget by the IOC:</b> Date of issue:					
Signature:		Internal Comptroller		Executive Director	



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#### ANNEX IV: FINANCIAL GUARANTEE MODEL



## FINANCIAL GUARANTEE MODEL

(This document must be completed on the financial institution's letterhead.)

**REFERENCE: GUARANTEE NO. [...]**

**SUBJECT: FINANCIAL COLLATERAL INTENDED TO COVER THE GUARANTEE OF GOOD PURPOSE CONSTITUTED UNDER CONTRACT NUMBER XXX**

The undersigned, ..... [name, address and telephone number of the financial institution], represented by ..... [position], hereby irrevocably declare that they are jointly and severally liable to provide an irrevocable and unconditional guarantee as principal guarantors on behalf of ..... [name and address of the company] for the payment to the Executive Secretariat of [insert amount equivalent to 10% of the amount set out in the annual contract, in figures and letters] corresponding to the guarantee referred to in the article of the agreement [insert agreement number and acronym] signed between the [name and address of the company] and the Executive Secretariat (hereinafter referred to as "the contract").

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written demand, sent by registered letter with advice of receipt or equivalent, stating that [name and address of company] has failed to meet one of its contractual obligations. We will not delay payment or object to payment on any grounds whatsoever. We will inform you in writing as soon as payment has been made.

We further agree that no modification of the terms of the agreement signed between the Executive Secretariat and the company [name and address of the company] can release us from our obligation under this guarantee. We waive our right to be informed of any change, extension or modification of the contract.

We have noted that this financial guarantee will apply until the fifteenth day (including that day) after the date of payment of the balance.

The Executive Secretariat undertakes to release the guarantee within thirty (30) days of such payment by expressly releasing and returning the original guarantee to the beneficiary under the contract. In case of partial release, the original will remain in the possession of the Executive Secretariat until the date of receipt of an updated guarantee by the [financial institution] in accordance with this guarantee.

This guarantee will be governed by the law applicable to the contract. Any dispute on matters relating to this guarantee will be settled in accordance with the dispute resolution rules set out in the contract. This guarantee will come into force and take effect from the date of signature.

Done at [insert place], on [insert date].

[Signature]

***Attach a list of persons authorised to sign the guarantees with acknowledgement of specific signatures or powers of attorney.***