



SPECIFICATIONS

Tender: CO/2022-19

TITLE: PROCUREMENT OF A COMPANY FOR THE SUPPLY OF A DIGITAL PLATFORM FOR THE SENSORY ANALYSIS OF VIRGIN OLIVE OILS FOR THE ADMINISTRATION, CONTROL AND HARMONISATION OF VIRGIN OLIVE OIL TASTING PANELS

1. OBJECTIVE OF THE CONTRACT

As part of its activities, the Executive Secretariat of the International Olive Council (hereinafter 'IOC') annually grants recognition to virgin olive tasting panels. It does so in accordance with the terms of Decision No. DEC-13/103-V/2015 adopted by the Council of Members on 26 November 2015, which sets out the conditions for the recognition of laboratories for the sensory analysis of virgin olive oils. In addition, the ES organises an annual workshop on the harmonisation of tasting panels recognised by the IOC due to the importance of the role played by recognised tasting panels in assessing the conformity of the quality declared by olive oil market operators.

It is therefore important to improve the performance of panels by incorporating new tools to facilitate management, converge results and train tasters in accordance with IOC standards.

The purpose of these specifications is to establish the technical requirements and conditions to be used as a basis for the call for tenders for the contracting of a company to supply a platform for the sensory analysis of virgin olive oils adapted to COI/T.20/Doc.15.

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

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

- Provide a digital platform for the administration, control and harmonisation of tasting panels, to improve the performance of the virgin olive oil tasting panels recognised by the IOC, and for the generation of reference material.
- Monitor and assess activities and update the joint action plans.
- Develop a digital strategy to harmonise results between the tasting panels recognised by the IOC.
- Integrate the database of recognised panels into the platform.
- Develop specific cloud-based solutions for use by IOC-recognised tasting panels.
- Develop tools to improve the accuracy and precision of the panels.
- Develop working protocols to standardise procedures for handling samples and evaluations.
- Maintain a good level of dialogue, communication and exchange with the ES to ensure optimal coordination of joint activities.
- Ensure technical assistance for intervention through the platform.
- Set up training sessions on how to use the platform for the heads and members of the tasting panels recognised by the IOC.



4. TECHNICAL REQUIREMENTS, PROFESSIONAL QUALIFICATIONS AND CONDITIONS

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 or errors 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.

4.1. Technical requirements of the platform

4.1.1. General

- Developed as a web app without the need for installation through platforms such as the App Store, Google Play or Microsoft Store
- Easy to update and maintain
- Security; SSL protocol (https); Creates an encrypted communication channel for information traffic
- User interface in several languages and, as a minimum, English and French
- Adapted to regulatory changes
- User/password authentication for access to the private area
- Immediate results.

4.1.2. For the panel reference and harmonisation system:

- Management of oil samples
- Management of dispatch consignments
- Management of inter-sessions
- Conduct characterisation and certification studies of reference materials
- Conduct harmonisation and technical competence studies of tasting panels according to the COI/T.20/Doc N° 15 and COI/T.20/ Doc N° 14 methods and producing a report of the results
- API access to the platform.

4.1.3. For the Administration and Control System for Virgin Olive Oil Tasting Panels

- Management of tasters by the panel leader
- Management, evaluation and classification of oil samples according to the COI/T.20/Doc. No. 15 method
- Evaluation of the Mario Solinas samples according to the specific profile sheet and the rules of each edition



- Management of tasting sessions
- Management of profile sheets
- Authentication of profile sheets by tasters through handwritten signature
- Verification and validation of the assessments by the panel leader
- Verification of the performance of each taster according to the COI/T.20/Doc No. 14 method.

4.2 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. Details of the tenderer: name of the tenderer/company name; telephone numbers; email address; tax identification number; contact person; covering letter and duly completed annexes.
2. Proof of not meeting exclusion criteria: 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. Proof of the tenderer's economic and financial capacity, provided through the following documents:
 - 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

The tender must contain a duly completed table of unit prices. The price of the offers must be expressed in euros (figures and words), including VAT and other taxes.

The prices quoted shall include all the rights and obligations set out in these specifications. They shall also include all costs that the tenderer will or may incur for the provision of the services in question, in particular the necessary materials, transport and travel, as well as the fees and salaries of any employees.

The maximum tender price shall be EUR 125 000 per year, including VAT and other taxes.

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. 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.

7. SELECTION CRITERIA

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

8. AWARD CRITERIA

Tenders will be evaluated along the following parameters:

Price	40%
Professional experience in similar work	20%
Services offered	30%
Supplementary services	10%
TOTAL	100%

9. DURATION OF THE CONTRACT



The contract will enter into force once 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.

10. GUARANTEE

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.

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.

11. 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: ioc@internationaloliveoil.org

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

12. 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, 15 March 2022

Abdellatif Ghedira
Executive Director