

# Invitation to Tender (ITT) for Laboratory Testing Services for Food Items including Food Kit Items, Fortified Wheat Flour and Dried Yeast & Non-Food Items, Engine Oil

**REF: G-SY-ANT-X-30912** 

GOAL is completely against fraud, bribery and corruption

GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email <a href="mailto:speakup@goal.ie">speakup@goal.ie</a>

Please provide as much detail as possible with any reports

# 1 ABOUT GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over sixty (60) countries and responded to almost every major humanitarian disaster. We are currently operational in thirteen (13) countries globally. For more information on GOAL and its operations please visit <a href="https://www.goalglobal.org">www.goalglobal.org</a>.

GOAL's Food Security programme in north-western Syria targets over four hundred thousand (400,000) people with regular food aid through in-kind or voucher distributions. GOAL has been operating in Idleb and neighbouring areas since 2013 and has built the largest food distribution programme in North West Syria.

# 2 PROPOSED TIMELINES

Line	Item	Date
1	ITT published	12.05.22
2	Closing date for clarifications	22.05.22 23:59 Hrs Irish Time UTC/GMT +01:00
		hour
3	Closing date and time for receipt of	02.06.22, 12:00 Hrs Irish Time UTC/GMT +01:00
	Tenders	hour
4	Tender Opening Location	GOAL Dublin HQ, Ireland
5	Tender Opening Date and time	02.06.22 12:30 Hrs UTC/GMT +01:00 hour

# **3** Overview of requirements

## 3.1 SUPPLY OVERVIEW

GOAL invites prospective Service Providers to reply to this Invitation to Tender (ITT) and submit their bids for the Service of Laboratory Testing for food items including Food Kit Items, Fortified Wheat Flour and Dry Yeast and non-food items namely Engine Oil, according to, but not limited by, the items and testing specifications listed in Annexes 1 and 2 of this ITT Document. GOAL is seeking to establish a Framework Agreement(s) (FWA's) for the provision of these services, with one or more service providers, for a period of up to three (3) years, See section 3.3 of this ITT for further details on GOAL's Framework Agreements.

The main factor for GOAL is to establish confidence in the test measurement results produced by a Test Laboratory is, certification and accreditation from the appropriate bodies depending on where the Service Providers testing facility is based. Service Providers must show the following as a minimum:

- ISO 9001 Quality Management System.
- ISO 17025 general requirements for the competence of testing and calibration laboratories.
- If the Service Providers Laboratory Testing Facilities are based in Turkey, accreditation from TÜRKAK is required. If Service Providers Laboratory Testing Facilities are not based in Turkey, then proof of accreditation from an equivalent body must be provided.
- If the Service Providers Laboratory Testing Facilities are based in Turkey, the following authorisations are required from the Turkish Ministry of Agriculture and Forestry:
  - a. Establishment Permit.
  - b. Operation Permit.
  - c. Approved Operation List.

If the Service Providers Laboratory Testing Facilities are not based in Turkey, then proof of authorisation from an equivalent government body must be provided.

Further detail on the required certification is given in Appendix 4 to this ITT document.

#### 3.2 SCOPE OF WORK

GOAL will issue a Purchase Order (PO) under a Framework Agreement to the successful Service Provider(s). Samples for testing will be delivered by GOAL's nominated third-party transport provider to the Service Providers nominated Laboratory Testing Facility. The Service Provider must confirm to GOAL by email that the sample has been delivered and received. The Service Provider shall start the laboratory testing within twenty-four (24) hours from the time sample is delivered to the Service Providers Laboratory Testing Facility. The Service Provider shall perform laboratory testing and analysis as per test and methods defined in Annexes 1 and 2 of this ITT Document.

- All and reports in relation to this agreement shall be in English &/or Turkish and submitted via email within twenty-four (24) hours of test completion with a hard copy, signed and stamped as agreed in the contract.
- All reports on samples will indicate, if for a given test, the sample must conform to the lowest of the Turkish Food Codex or Turkish Standard.
- All laboratory testing results and reports shall be per commodity type, per Batch / Lot
   Number. Commodity brand, date of sample collection, location where the sample was taken,

the quantity collected, the name of the person who collected the sample, the packaging type (if any); work order number, photo of sample received showing Batch Number and/or Lot number, production date, expiry date, laboratory name, start and end date of the analysis, shall all be noted on the laboratory testing results and reports. (*Please refer to TOR Document. Section C – Analysis Reports for full details*).

- The final laboratory testing report should provide recommendations, if there is any reason to believe that the product being tested may cause harm to; consumers, users, handlers, or any person encountering the product.
- Reports must include a narrative analysis of the laboratory results, to state the item has
  passed all tests and is one hundred (100) percent compliant with government and/or
  regulatory standards and a recommendation as to whether to proceed with accepting
  delivery of the tested batch / lot or not.
- If the recommendation is to not proceed, the Service Provider must clearly highlight this in the narrative and test report, what the failings are and how the item is harmful to human health and/or is of poor quality.
- All laboratory testing results shall have the printed name(s) and signature(s) of the agents performing the laboratory test.
- GOAL will provide within forty-eight (48) hours any comments and requests for correction and/or clarification to the Service Provider. The final report should be submitted to GOAL no later than twenty-four (24) hours after receiving GOAL's comments and requests.
- The Service Provider shall notify GOAL in cases where any additional services may be necessary.
- The contracted Service Provider is responsible for keeping the analysed samples for a minimum period of one (1) month.

# 3.3 Framework Agreement (FWA)

A Framework Agreement (FWA) is an agreement with a single Service Provider (or group of Service Providers) to establish terms governing contracts that may be awarded during a specified period. In other words, it sets out terms and conditions for making specific purchases at a set fee. GOAL, as the contracting authority, does not guarantee any volume of orders under Framework Agreements, as all purchases will be based on the needs and activities of GOAL.

The Framework Agreement will set prices for the Framework Agreements duration, initially for one (1) year with the possibility to renew on an annual basis, up to a maximum of three (3) years.

To participate in the Framework Agreement, respondents will need to be successful in this tender exercise. When a Framework Agreement is established with a Service Provider(s), the purchasing mechanism will be based on a Purchase Order - when GOAL requires a laboratory testing service, a Purchase Order will be sent to the Service Provider and that will be how each order is confirmed. Each Purchase Order will be an individual contract based on the rate contained within the Framework Agreement.

In case of establishing a Multi-Service Provider Framework Agreement, the purchasing mechanism may be based on a rotation or priority system, with individual orders placed according to GOAL's internal priorities at the time of placing the order.

\*\*Please note, it is not essential for Service Providers to be able to test all food & non-food products: Fortified Wheat Flour, Dry Yeast, Bulgur, Engine Oil etc. as listed in Annex 1. GOAL will accept proposals from Service Providers who can test some or all the food & non-food products

listed in Annex 1. Depending on the quality of proposals received from Service Providers, GOAL may decide to enter a Multi-Service Provider Framework Agreement with multiple Service Providers.

GOAL may at its sole discretion, request that a laboratory test be conducted in part or in whole. Requested laboratory tests will be indicated in the Purchase Order.

# 4 TERMS OF THE PROCUREMENT

## **4.1** Procurement Process

- 4.1.1 This competition is being conducted as a National Invitation to Tender (ITT).
- 4.1.2 The Contracting Authority for this procurement is GOAL.

## 4.2 CLARIFICATIONS AND QUERY HANDLING

- 4.2.1 GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this Invitation to Tender (ITT). Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this ITT, the meaning and interpretation attributed to that word or term by GOAL will be final. GOAL will not accept responsibility for any misunderstanding of this document or any others relating to this ITT.
- 4.2.2 Requests for additional information or clarifications can be made up to 23:59 Hrs, 22nd May 2022 and no later. Any queries about this ITT should be addressed in writing to GOAL via email on <a href="mailto:clarifications@goal.ie">clarifications@goal.ie</a>, referencing the ITT number, and answers shall be collated and shared with all bidders in a timely manner.

## 4.3 CONDITIONS OF TENDER SUBMISSION

- 4.3.1 All documentation must be completed in English &/or Turkish. In the case of discrepancies between the two (2) versions, the English version shall prevail.
- 4.3.2 Service Providers must respond to all requirements set out in this document and complete their offer in the format provided.
- 4.3.3 Failure to complete any documentation in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to re-submit correctly formatted documents within three (3) working days of such a request, will result in disqualification.
- 4.3.4 Service Providers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Additionally, Service Providers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the Service Provider knows to be relevant or to mislead GOAL and/or its evaluation team in any way, will result in the disqualification of the tender.

- 4.3.5 Tenders must detail all costs requested in this document. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this document. Service Providers attention is drawn to the fact that, in the event of a Contract / Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
- 4.3.6 Any conflicts of interest (including any family relations to GOAL staff) involving a Service Provider must be fully disclosed to GOAL, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Service Provider.
- 4.3.7 GOAL will not be liable in respect of any costs incurred by Service Providers in the preparation and submission of tenders or any associated work effort.
- 4.3.8 GOAL will conduct this Invitation to Tender (ITT), including the evaluation of responses and final awards in accordance with the detail set out at in the Evaluation Process. Tenders will be opened by at least three (3) designated officers of GOAL.
- 4.3.9 GOAL is not bound to accept any tender submitted.
- 4.3.10 GOAL reserves the right to split the award of any resulting contract between different Service Providers in any combination it deems appropriate, at its sole discretion.
- 4.3.11 Service Providers will seek written approval from GOAL before entering any subcontracts for the purpose of fulfilling any resulting contract. Full details of the proposed subcontracting company and the nature of their services will be included in the written request for approval. Written requests for approval must be in accordance with the conditions set out in any subsequent contract.
- 4.3.12 GOAL reserves the right to refuse any subcontractor that is proposed by the Service Provider.
- 4.3.13 GOAL reserves the right to negotiate with the Service Provider who has submitted the lowest bid that fully meets the technical requirements, for the purpose of seeking revisions of such bid to enhance its technical aspects and/or to reduce the price.
- 4.3.14 Information supplied by Service Providers will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.
- 4.3.15 GOAL reserves the right to terminate the tender process at any stage.
- 4.3.16 Unsuccessful Service Providers will be notified.
- 4.3.17 GOAL's standard payment terms are by bank transfer within thirty (30) days after satisfactory implementation and receipt of documents in order. Satisfactory implementation is decided solely by GOAL.
- 4.3.18 This document is not construed in any way as an offer to contract.

- 4.3.19 GOAL and all contracted Service Provider(s) appointed to this requirement must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by Multiple Donors including USAID and/or their agents who have rights of access to GOAL and/or any of its Service Providers for audit purposes. Donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes the Service Providers acceptance of these conditions.
- 4.3.20 GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with, terrorism or individuals or entities that have active exclusion orders or sanctions against them. GOAL will not purchase supplies or services from Service Providers who are associated in any way with terrorism or are the subject of any relevant international exclusion orders or sanctions. All Service Providers submitting tenders guarantee that neither they, nor any affiliate or a subsidiary controlled by them, are associated with any known terrorist group or are the subject of any relevant international exclusion order or sanctions. Any contract entered after the ITT will reflect this requirement.

## 4.4 QUALITY CONTROL

Parties nominated by GOAL may carry out random quality inspections from samples. The cost of the quality control inspections will be covered by GOAL.

In cases of a Service Providers quality default, the costs of additional quality inspections and will be charged to the Service Provider.

GOAL may choose to visit Service Providers, including subcontractors during the evaluation process or at any stage of any subsequent contract that may be awarded following the ITT. Subcontractors must be pre-approved by GOAL and GOAL reserves the right to refuse any subcontractor.

## 4.5 SUBMISSION OF ITT

Submissions must be delivered electronically in the following way:

Electronically to <a href="mailto:hqtenders@goal.ie">hqtenders@goal.ie</a> and in the subject field state:

- a) G-SY-ANT-X-30912 Laboratory Testing Services
- b) Name of Service Provider
- c) Number of emails that are sent e.g., 1 of 3, 2 of 3, 3 of 3.

All documents submitted must be in scan or PDF format. No word or excel documents will be accepted. Each page must be signed and stamped by the Service Provider. Service Providers will receive an automatic reply from hatenders@goal.ie when the emails are electronically submitted.

Proof of sending is not proof of receipt. GOAL accepts no responsibility for technical or system malfunctions that prevent bids from being properly received. Late delivery will result in your bid being rejected. All information provided must be perfectly legible.

## 4.6 TENDER OPENING MEETING

Tenders will be opened at 12:30 UTC/GMT +1-hour, 2<sup>nd t</sup> June 2022 at the following location:

GOAL Head Office,
First Floor, Carnegie House,
Library Road,
Dun Laoghaire,
Co. Dublin,
A96 C7W7,
Republic of Ireland

1 (one) authorised representative of each Service Provider may attend the opening of the bids. Service Providers wishing to attend must notify GOAL of their intention by sending an e-mail forty-eight (48) hours in advance to the following e-mail address: <a href="mailto:procurement@goal.ie">procurement@goal.ie</a>. This notification must be signed by an authorised officer of the Service Provider and specify the name and role of the person who will attend the opening of the bids on the Service Providers behalf.

Service Providers are invited to attend at their own cost.

# **5** EVALUATION PROCESS

## **5.1** EVALUATION STAGES

Service Providers will be considered for an award of contract subject to the following qualification process:

Phase #	Evaluation Process	The basic requirements with which proposals must comply with			
The firs	# Stage The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the Essential Criteria. Only those tenders meeting the Essential Criteria will go forward to the Award Criteria phase of the evaluation.				
1	Administrative instructions	1. Closing Date: Proposals must have met the deadline stated in section 2 of these Instructions to Service Providers, or such revised deadline as may be notified to Service Providers by GOAL. Service Providers must note that GOAL is prohibited from accepting any proposals after that deadline.			
		2. Submission Method: Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.			
		3. Format and Structure of the Proposals:  Proposals must conform to the response format laid out in  Section 6 of these instructions to Service Providers or such revised format and structure as may be notified to Service Providers by GOAL.			
		4. Confirmation of validity of your proposal: The Service Providers must confirm that the period of validity of			

		their proposal is not less than ninety (90) days.		
2	Essential Criteria	<ol> <li>Copies of all Mandatory Certificates / Accreditations and Licenses requested in Appendix 4 to this document must be submitted.</li> <li>Confirmed ability to perform laboratory testing on some or all the food &amp; non-food items listed in Annexes 1 &amp; 2. The Service Provider should be able to complete the technical specifications required for analysis &amp; methods of testing (as per WFP specifications) listed in Annex 2 to this ITT document for:         <ul> <li>Each individual Food Item</li> <li>Non-Food Item – (Engine Oil)</li> </ul> </li> </ol>		
Each proposal that conforms to the Administrative and Essential will be evaluated according to the Award Criteria given below by GOAL.				
3	Award Criteria	Tenders will be awarded marks under each of the following Award Criteria listed in this section to determine overall best Value for Money (VFM):  1. Quality (60 Points)  2. Lead Times (20 Points)  3. Price (20 Points) Further information is given in section 5.3 of this ITT.		
Qualification checks occur throughout the tender process				
4	Qualification Checks	References and other checks are found to be clear, and quality is assessed.  In-depth analysis of financial accounts and other documents submitted; the Service Provider is judged to have requisite financial stability and legal status.		

# **5.2** Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance, and Internal Audit, as well as 3<sup>rd</sup> Party technical input.

During the evaluation period, clarifications may be sought by e-mail from Service Providers. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines, may result in the disqualification of the tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Service Providers will not be entertained during the evaluation period.

# 5.3 AWARD CRITERIA

Tenders will be awarded marks under each of the Award Criteria listed in this section to determine best Value for Money (**VFM**).

#### Lead time (20 Points):

GOAL operates in a fast-paced humanitarian context so needs Service Providers who can complete the required tests effectively and efficiently. which is an Award Criterion as per section 5.1 of this ITT. 14 calendar days is the maximum optimal timeframe from receipt of sample/test to sending report to GOAL.

Please complete & submit Appendix 9 - Financial Offer & Value-Added Questionnaire — outlining the number of calendar days it will take the test laboratory from date of acceptance of the sample to be tested to sending the final report to GOAL.

Score Service Provider = 20 x (lead time min / lead time Service provider)

# **Quality (60 Points):**

Although the required certifications, accreditations and licenses will be the primary source of quality assurance for GOAL. GOAL will also be awarding marks based on the quality of the sample reports submitted as part of the ITT process, along with any Value-Added Services that me be offered by the Service Provider. Please see section 3.2 of this ITT for further detail regarding GOAL's requirements.

GOAL may also wish to visit the Service Providers nominated testing facility and will notify the Service Provider one (1) week in advance of the site visit.

## Price (20 points):

All prices must be in United States Dollars (USD). Please round to two decimal places throughout. Any offers that contain more than two (2) decimal places will be rounded.

Prices offered will be evaluated on a full cost basis (including all fees and taxes) as per Appendix 9 – Financial Offer to the ITT.

Marks for cost will be awarded on a relative basis with full marks for the best Value for Money.

Score Service Provider = 20 x (price min / price Service Provider).

# **6** RESPONSE FORMAT

## **6.1** Introduction

It is critical that Service Providers read and fully understand the instructions given in this section. All submissions must conform to the response format laid out below. Where a submission does not conform to the required format, the Service Provider may be requested to resubmit it in the correct format, on the understanding that the resubmission cannot contain any material change from the original. Failure to resubmit in the correct format within three (3) working days may result in disqualification.

By responding to this ITT, each Service Provider is required to accept the Terms and Conditions of this ITT. Should a Service Provider not comply with these requirements, GOAL may, at their sole discretion, reject the response.

# **6.2** Submission Checklist Invitation to Tender (ITT)

Service Providers must follow the checklist below. Failure to comply with this instruction will almost certainly mean your submission will be unsuccessful.

Line	Item	Administrative Instruction
1	Appendix 1 - Company Details	Complete, sign, stamp and return as separate PDF entitled 'Appendix 1 Company Details'
2	Appendix 2 - Declaration of Personal and Legal Circumstances	Complete, sign, stamp and return as separate PDF entitled 'Appendix 2 Declaration Personal & Legal'
3	Appendix 3 - Self Declaration of Finance and Tax	Complete, sign, stamp and return as separate PDF entitled 'Appendix 3 Self Declaration Finance & Tax'
4	Appendix 4 - Certifications, Accreditations / Licenses Form	Complete, sign, stamp and return as separate PDF entitled 'Appendix 4 Certifications, Accreditations / Licenses'
5	Appendix 4 - Copies of Certificates, Accreditations / Licenses	Please include copies of each Certificate, Accreditation &/or License in PDF format naming each PDF with the Title e.g., ISO 9000, ISO 17025 Certificates, Accreditations &/or Licenses.
5	Appendix 5 - Previous Contracts Form	Complete, sign, stamp and return as separate PDF entitled 'Appendix 5 Previous Contracts'
6	Appendix 5 - Supporting Documentation – Evidence of Previous Contracts	This can be redacted (edited) contracts or official documentation. Please submit in PDF format entitled 'Evidence of Previous Contracts / Contracts'
7	Appendix 6 - Sample Reports	The Sample Reports can be for any food item & must also include a Sample Report for Engine Oil as listed in Annex 1 to this ITT but must be for an item that has not passed the testing protocols and the recommendation is "Not to Proceed". The Sample Report can be a redacted (edited) document. Please submit in PDF format entitled 'Sample Report Name'
8	Appendix 7 - ITT Statement	Complete, sign, stamp and return as separate PDF entitled 'Appendix 7 ITT Statement'
9	Appendix 8 - Test Capability Statement	Complete, sign, stamp and return as separate PDF entitled 'Appendix 8 Test Capability Statement'
10	Appendix 9 - Financial Offer & Value-Added Questionnaire	Complete the required sections in the Excel Spreadsheet 'Appendix 9 Financial Offer". Please note the optional "Value Add" worksheet.
11	Appendix 10 – GOAL Supplier Code of Conduct	Complete, sign, stamp and return as separate PDF entitled 'Appendix 10 Supplier Code of Conduct".

# 7 APPENDICES & ANNEXES

**Appendix 1 – Company Details** 

**Appendix 2 - Declaration of Personal and Legal Circumstances** 

Appendix 3 – Self Declaration of Finance and Tax

Appendix 4 – Certification, Accreditations / Licenses, email in pdf format

Appendix 5 – Previous Contracts, email in pdf format

Appendix 6 – Sample Reports, email in pdf format

**Appendix 7 – ITT Statement** 

Appendix 8 – Test Capability Statement, email in pdf format

Appendix 9 – Financial Offer & Value-Added Questionnaire

Appendix 10 – GOAL Supplier Code of Conduct (Attached as separate pdf)

# Annex 1 – List of Commodities

- Food Items
- Non-Food Items Engine Oil

Annex 2 – Technical Specification Required for Analysis & Methods of Testing (Also attached as separate PDF's)

Annex 3 – Goal Standard Terms and Conditions (Attached as a separate PDF)