



## **Indus Earth Trust**

Plot No. 29 C, 3<sup>rd</sup> Floor, 24<sup>th</sup> Street, Tauheed Commercial Area, DHA — 5, Karachi, Sindh

Contact: 021-35864344

Email: [info@indusearthtrust.org](mailto:info@indusearthtrust.org)

[www.indusearthtrust.org](http://www.indusearthtrust.org)

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## **Tender Documents**

**For the procurement of WASH Items, Food Items, Water wheels, water filtration plant, portable Toilets and Basic Shelter**

### **Under the project**

***WASH Items, Food and Basic Shelter Support to Flood Affected Families***



## TENDER NOTICE

Indus Earth Trust Invites **Sealed Tender** from financially strong registered and authorized manufacturers/Suppliers for following material. **Indus Earth Trust (IET)** a not-for-profit Organization Working on human development and energy infrastructure in Pakistan. IET is implementing a project Titled "WASH Items, Food and Basic Shelter Support to Flood Affected Families" with Support of **Coca-Cola**, Pakistan.

S.No	Items	Item Quantity	Specification
1	Water Wheels	150	Reference to Tender Document
2	Bond e Shams - Water Filtration Plant	1	
3	Tents (canvas 12x15)	50	
4	Mosquito Net (3sets) per Household	100	
5	Wash Hygeine Kit	300	
6	Food Package including Milk & Biscuits	450	
7	Portable toilet	15	

### General Terms & conditions:

- 1 Full name, Permanent address, telephone and Fax number and the Organizational Structure of the manufacturer/suppliers.
- 2 Proof of Registration with Government income tax department/Filer.
- 3 Proof of financial Soundness of the firm by providing bank certificate or the firm can submit audited accounts of at least one year with the tender.
- 4 Latest Affidavit (original Copy, attested by notary Public) that the firm has not been blacklisted by any Government or semi Government Department/Provisional Government.
- 5 Cost of Material must include packing and transportation up to District Thatta.
- 6 All applicable Government taxes shall be deducted before releasing of payments. so rates quoted must be inclusive of all Govt Taxes.
- 7 The suppliers must mention the lead-time of each item to be Supplied.
- 8 The suppliers must mention the Validity of rates quoted for each item.
- 9 The issuance of this invitation does not constitute an award Commitment on the part of organization, nor does it commit that the organization to pay for the Costs incurred in the preparation and submission of the tender.
- 10 Please note that suppliers will not be selected on lowest rates only, but their selection will be based on the above mentioned criteria.
- 11 Organization has the right to accept or reject any tender with out assigning any reason.
- 12 **Sealed Tenders must reach on or before 21st November, 2022 before 4:00 pm at PO BOX No: 75500, 29-C, 3rd Floor, 24th Street Tauheed Commercial DHA Phase 5, Karachi Pakistan or Email: info@indusearthtrust.org**
- 13 Please Refer to Detail tender Document on IET website [www.indusearthtrust.org](http://www.indusearthtrust.org)

Published on 13th Nov, 2022 in The Daily Kawish .

<b>Bid Details</b>		
1.	Date of commencement of Tender Document (available on IET Website)	14-Nov-2022.
2.	Last date and time for receipt of Tender Document	21-Nov-2022 by 4:00p.m. (PST)
3.	Date and Time of Tender Opening	22-Nov-2022 by 3p.m. (PST)
4.	Place of opening of Tenders	Procurement Committee, Plot No. 29 C, 3rd Floor, 24th Street, Tauheed Commercial Area, DHA – 5, Karachi, Sindh.
5.	Address for communication	As Above
6.	Contact to Suppliers	Interested suppliers can contact for any queries to <a href="mailto:info@indusearthtrust.org">info@indusearthtrust.org</a> containing following information, so that in case of any clarification, the same may be issued to them,  Name of Company, Contact person, Mailing address, Telephone No.

**Note:** Bids will be opened in presence of the bidders' representative who chooses/authorized to attend.

## 1. Introduction

Indus Earth Trust is the Pakistan based Not-For-Profit Organization working mainly in the areas of Human Development and Energy Infrastructure of Pakistan. Established in 2002, to aid neglected coastal communities in Sindh and Baluchistan.

## 2. Background

Indus Earth Trust will apply a participatory and inclusive approach to deal with victims through the rapid assessment of the flood/heavy rains affected families, focusing on women-headed victim families and people with different disabilities, and minority groups. IET has extensive experience in disaster relief activities, IET working in affected areas for the last 13 years, is well known in the communities, and set up the community organizations already in place in damaged villages. Close contact with the district management and other civil society organizations. The initial survey of affected families, reviewing PDMA reports, media information, and focal point of the deputy commissioner Thatta district, Indus Earth Trust proposed the following items that the dire need of the affected families.

## 3. Procurement details.

Below is the complete list with specifications to be procured.

<b>S.No</b>	<b>Items</b>	<b>Item Qunatity</b>
1	Water Wheels	150
2	Bond e Shams - Water Filtration Plant	1
3	Tents (canvas 12x15)	50
4	Mosquito Net (3sets) per Household	100
5	Wash Hygeine Kit	300
6	Food Package including Milk & Biscuits	450
7	Portable toilet	15

## 4. Submission of Bid

- 4.1. Bids with specifications and rates of the offered should be submitted in the one single sealed envelope.
- 4.2. **Samples will be required from the shortlist suppliers/shortlist items only at later stage for the evaluation purpose.**
- 4.3. Prices should be inclusive of all applicable taxes and must be mentioned clearly.
- 4.4. Prices shall include packing, transportation, loading/unloading.
- 4.5. The Bidders should take care in submitting the bid and ensure that enclosed papers are not found loose and should be **properly numbered** and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.
- 4.6. **Last Date of Submission is 21<sup>st</sup> Nov, 2022 till 4:00 pm local time.**

- 4.7. The bids to this tender must be submitted in original hard copy not later than 21<sup>st</sup> Nov, 2022 till 4:00pm local time to the point of contact given above. Electronic proposals will not be entertained. Any proposals delivered after due date and time will be considered non-responsive and disqualified from further consideration.
- 4.8. The Bids should be marked/addressed as:
- Plot No. 29 C, 3<sup>rd</sup> Floor, 24<sup>th</sup> Street, Tauheed  
Commercial Area, DHA — 5, Karachi, Sindh  
Contact: 021-35864344
- 4.9. Offer your best prices as there will be **No price negotiation** after opening of the bids.
- 4.10. The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the Item for inspection in such a manner that it does not affect the delivery schedule.
- 4.11. Any offer falling short of the validity period is liable for rejection. If a bidder extend bid validity period then will also extend the bid security period.
- 4.12. **Alternative option**, if there is any alternate option then it mentioned separately in bid. Alternative options benefits should be clearly mentioned.
- 4.13. Clearance of the supplies from Tax Authorities would be the responsibility of the bidder.
- 4.14. Selected bidder must undertake to provide the purchaser, the consignment notes number(s) by which the Item ordered had been dispatched from their site, so as to have online / web access to the tracking system of physical movement of the consignments sent through courier.
- 4.15. The vendor may withdraw its offer after its submission, provided that written notice of withdrawal is received by the purchaser prior to the closing date and time prescribed for submission of tender documents. No offer can be withdrawn by the vendor subsequent to the closing date and time for submission of offers.

## 5. Eligibility of the Bidder

Registered suppliers having valid NTN. General order supplier or organizations or company are eligible to participate in this tender. **Having previous experience in the supply of such Item is mandatory.**

## 6. Deliverables

Item as per details given section 3.

## 7. Terms of Bid

### 7.1. Bid Security

All bidders shall furnish Security Deposit equivalent to **2% of the Cost of Deliverables** in the form of Call deposit/Pay Order/Demand Draft in favor of IET. Cheque will not be accepted in any case. After selection of successful bidder, IET will return/release the bid security to the unsuccessful bidders.

## **8. Submission of Bid and required Documents**

- 8.1. The Bid should comply with the specification required of the Item.  
specified in section 3. The offer should be complete in all respects and contain all information asked for, with prices The Bid must be organized neatly and securely in the following manner.
  - 8.1.1. Declaration of eligibility as per Annex A (on supplier letterhead)
  - 8.1.2. Previous Experience proof.
  - 8.1.3. Financial proposal details with terms and conditions. (on supplier letterhead)
  - 8.1.4. Copy of NTN Certificate/Proof of Filer.
  - 8.1.5. Others, if any.
- 8.2. **If the Bid is not submitted in the prescribed formats or any of the item in the as mentioned above, the Bid is liable for outright rejection. All the required documents must be attached/provided.**
- 8.3. Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition / alterations / deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder will need to submit the documentary evidence(s) as required by the purchaser.
- 8.4. Any Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.

## **9. Evaluation Criteria for Bid**

- 9.1. The Purchaser will scrutinize the offers to determine whether it is complete, whether errors have been Made in the Offer, whether required technical documentation has been furnished and Whether the documents have been properly signed. Offers with incorrect information or not supported by documentary evidence, wherever called for, would be summarily rejected. However, the purchaser, at its sole discretion, may waive any minor non -conformity or any minor irregularity in an offer. The Purchaser reserves the right for such waivers and this shall be binding on all vendors.
- 9.2. Evaluation criteria will be given specifications, Price and Delivery time respectively of the Item. Deviation from specifications stipulated may make the offer liable for rejection. Final selection will be based on the specifications.
- 9.3. Item will be shortlisted/purchased. Purchaser has the right to split the order between two or more bidders for one or more lots.
- 9.4. For proper scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

## **10. Fees and payment Schedule**

- 10.1. No Advance will be allowed in any case.
- 10.2. Payment will be made after the complete and satisfactory delivery/acceptance of the Item. to the designated delivery site/destinations within 2-3 weeks through cross cheque.
- 10.3. Withholding tax and other taxes (if any) will be deducted from all the invoices as per prescribed law of Govt. of Pakistan. Tax challan will be provided within on request.

## **11. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by IET. However, Payment of the Bills would be payable on receipt of advice/confirmation for satisfactory delivery from, Project coordinator Food Security project.

Following Documents are to be submitted for Payment:

1. Bill
2. Duly acknowledged Delivery Challan/Gate Pass.
3. Material Received Note (MRN) if issued by IET.

## **12. Delivery Schedule:**

- 12.1. The Selected Bidder must undertake to deliver the Item ordered, to IET Offices within the time offered in the bids from the date of the Purchase Order. However, Delivery schedule may be changed under special circumstances at the discretion of the Purchaser.

### **13. Warranty & Maintenance**

The Vendor shall be fully responsible for the defected under specification Item and will be responsible to replace at his own cost within in 3-4 working days during.

### **14. Penalty for Downtime**

In case of delay in the supply of material against the terms indicated in the purchase order, the Vendor will have to pay a fine of 0.5 % (Half) percent of the balance qty for each day of delay. If shipment is delayed for more than 15 days the Purchaser has the right to unilaterally cancel the contract and his bid security will be forfeited.

### **15. Penalty on Liquidated Damages for delayed supply**

In case the delivery is delayed beyond the stipulated date of delivery, 'Liquidated damage for late delivery @ one half of one percent (0.5%) of the order value for each day of delay or part thereof would be imposed, subject to maximum of 10% if the delay is for 10 days or more. The penalty for late delivery will be deducted from the bill amount.

### **16. Bid Currency**

All prices shall be expressed in Pakistani Rupees only.

### **17. Cost of Bidding**

The bidder shall bear all the costs associated with the preparation and submission of bids & samples and IET will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

### **18. Bidding Document**

The bidder is expected to examine all instructions, forms, Terms and Conditions and specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

### **19. Deadline For Submission of Bids**

Bids must be received by the Purchaser at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

### **20. Confidentiality Statement**

All data and information received from IET for the purpose of this assignment is to be treated confidentially and is to be used ONLY in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to IET. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of IET.

IET may then disclose the draft, final report and/or any related information to any person and for any purpose they may deem appropriate.



## 21. General Terms & Conditions

- 21.1. The Purchaser **does not bind** itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 21.2. IET have the right to split the order in two or more suppliers depending upon the kits being shortlisted.
- 21.3. The IET reserves the right to resort to **re-tendering without providing any reason whatsoever**. The IET shall not incur any liability on account of such rejection.
- 21.4. The IET reserves the right to **modify** any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.
- 21.5. **Canvassing** of any kind will be a disqualification and the IET may decide to cancel the bidder from its empanelment.
- 21.6. Supplier code of conduct is attached for required compliance as Annex B.

## 22. Rejection of the Bid

The Bid is liable to be **rejected** if:

- The document doesn't bear signature of authorized person.
- It is received **through** Telegram/Fax/E-mail.
- If the supplier fails to submit the sample on the required date, time and Venue.
- If the bid is submitted without or less or not in required type the bid security deposit.
- It is received after **expiry** of the due date and time stipulated for Bid submission.

**Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids** not conforming to the terms and conditions stipulated in this tender document are liable for rejection by the IET.

## 23. Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

## 24. Bid Opening And Evaluation

- The Purchaser will open the bids, in the presence of Bidder's representative(s) who choose/authorized to attend, at the time and date mentioned in Bid document at the address mentioned at bidding details.
- The bidder's representatives who are present shall sign the sheet evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Purchaser, the bids shall be opened at the appointed time and place on next working days.
- Bidders satisfying the technical requirements as determined by the Purchaser and accepting the
- Terms and Conditions of this document shall be short-listed.
- Decision of the Purchaser in this regard shall be final and binding on the bidders.
- The contract will be awarded only to the successful responsive bidder.
- IET reserves the right to negotiate with Second, third bidder etc. if successful bidder is not able to supply the deliverables and his bid security will be forfeited.

## **25. Clarifications Of Bids**

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the substance or price of the bid shall be sought, offered or permitted.

## **26. Purchaser's Right To Accept Or Reject Any Bid Or All Bids**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Purchaser's action.

## **27. Governing Laws And Disputes**

All disputes or differences whatsoever arising between the parties out of or in relation to the meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Pakistani Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award.

## **28. Placement Of Order And Acceptance**

The vendor shall give acceptance of the order placed on it within 3 days from the date of order, failing which, the Purchaser shall have right to cancel the order.

## **29. Authorized Signatory**

The bidder should indicate the **authorized officials from their organization** who can discuss, correspond, sign agreements / contracts, raise invoice and accept payments and also to correspond. The bidders should **furnish proof of signature of the authorized personnel** for above purposes *as* required by the IET.

## **30. Appeals**

Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint to IET at [info@indusearthtrust.org](mailto:info@indusearthtrust.org)

## Declaration of Eligibility To whom it may concern

**(To be submitted on companies letter head)**

Date:

I, the undersigned representative of M/s.....

having its office at

.....

.....

Do hereby affirms that our company/firm/organization is eligible because we;

- Are registered company/firm/organization.
- Are registered with NTN.
- Are not bankrupt or in the process of going bankrupt.
- Have not been convicted for an offense concerning professional conduct.
- Have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).
- Have fulfilled obligations related to payment of taxes.
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Are not guilty of serious misinterpretation in supplying information.

- Are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in IET)
- Were not declared at serious fault of implementation owing to a breach of their contractual obligations
- Have no relation, direct or indirect, with any terrorist or banned organizations.
- Are not on any list of sanctioned parties issued by the Pakistan Government, DIFD, USAID, UN agencies, European Union and others.
- Are not blacklisted by any Local/International organization, Government/semi Government department, NGO or any other company/organization.
- Have not been reported for/under litigation for child abuse.

Declared By:

(Signature) \_\_\_\_\_

(Name & Designation)

Witness by: \_\_\_\_\_

Signature: -----

Name: -----

CNIC: -----

## **Code of Conduct and Ethics**

(Non-Employee, consultants, vendors and third parties)

Upholding ethical standards protects the integrity, fairness, and transparency of the procurement process.

As a consultant/Vendor professional objective is to assist IET to add value to their enterprise, whether that enterprise takes the form of a business, a not-for-profit organization or any element of government.

As a consultant/vendor requires adherence to this Code of Conduct and Ethics as a condition of relation. All consultants/vendors have pledged to abide by the IET's Code of Conduct and Ethics and their voluntary adherence to the Code signifies the self-discipline of the profession.

*All individuals (non-employees) contracted or functionally related to IET, including executing entities and third-party vendors:-*

1. Will serve IET with integrity, competence, objectivity, independence and professionalism.
2. Will only accept assignments that they are competent to perform; and will only assign staff or engage colleagues with knowledge and expertise relevant to the assignment.
3. Before accepting any assignment will establish with IET realistic expectations of the objectives, scope, expected benefits, work plan and fee structure of the assignment.
4. Will treat all confidential IET information appropriately; will take reasonable steps to prevent access to confidential information by unauthorized people and will not take advantage of proprietary or privileged information, for use by them or others, without the IET's permission.
5. Will avoid conflicts of interest, or the appearance of such, and will disclose to IET immediately any circumstances or interests that they believe may influence their work, judgment or objectivity.
6. Will not contact IET during the any pre-solicitation or evaluation phase in which participated, unless IET contact for any information.
7. Will offer to withdraw from assignment when they believe their objectivity or integrity may be impaired.
8. Will inform IET immediately if there is any change in contact person, email, address, directors, release of any of his/her employee or any such information which could be necessary for IET record.

9. Will represent the profession with integrity and professionalism in their relations with IET, colleagues and the general public.
10. Will report to appropriate authorities within or external to IET organization any occurrences of malfeasance, dangerous behavior or illegal activities discovered during the course of an assignment.
11. Will not offer commissions, gift, bribe, remuneration, or other benefits from himself or from a third party in connection with any assignment to IET, and will disclose in advance any financial interests.
12. Will promote adherence to the Code of Conduct and Ethics by all other staff working on their behalf.
13. Strive to treat all persons of IET with respect and courtesy in accordance with applicable international and national conventions and standards of behavior;
14. Never intentionally commit any act or omission that could result in physical, sexual or psychological harm to the beneficiaries we serve, or to their fellow workers;

15. Not condone or intentionally participate in corrupt activities or illegal activities. While respecting and adhering to these broader frameworks of behavior,
16. Shall not harass, discriminate, or retaliate against any other consultant/vendor or any member of society.
17. Shall make themselves available and fully participate in all administrative inquiries with completely honesty.
18. No IET employees shall solicit anything of value from a citizen or business for services that the IET is expected to provide.
19. Shall not remove IET property from its assigned place for personal use. Defacing or destroying IET property is vandalism and shall be dealt strictly.
20. Will not permit considerations of race, gender, nationality, religion, politics, sexual orientation or social status to influence professional behavior or advice.
21. Will be respectful of those whose wellbeing may be contingent. Will diligently apply objective judgment to all consulting assignments, based on the best information available. Will conduct independent research and analysis where possible, and will consult with colleagues and others who can help inform the judgment.
22. Will not use any services, goods, materials, technology and/or equipment provided by or paid for by IET for illegal, inappropriate, or otherwise disruptive activities, or in support of such activities.
23. Shall not place or display non-official notices in IET premises without prior written approval from the appropriate authority.
24. Shall not possess unauthorized weapons, illegal drugs, or alcohol on IET premises.
25. Shall strictly follow the IET's workplace policies while on any IET premises.

This Code of conduct is not exhaustive and may not anticipate every situation which may morally, ethically, professionally, legally compromise the employees or IET interests. In this regard IET expects to use sound judgment. However, compliance with this Code is a mandatory obligation owed by all consultants, third party vendors etc. Breach of this Code or any requirements mentioned in these Rules

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will result in disciplinary action and may lead up to cancellation of work order/registration including legal action or other appropriate disciplinary actions.

## **Anti-Money Laundering and Anti-Terrorism Financing Policy**

### **Policy**

**“It is the policy of the IET to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorism or criminal activities”** by complying with all applicable requirements under the **Anti-Money Laundering Act 2010** (Act No. VII of 2010 - an Act to provide for prevention of money laundering) and **Anti-Terrorism (Second Amendment) Act, 2014** and its implementation regulations. Recently under the national action plan and SECP regulations money laundering has been identified as a major cause for corruption and criminal activities. Therefore, IET is very sensitive to ensuring that our platform is not used for any such purposes.