

# INDUS HOSPITAL & HEALTH NETWORK PROJECT MANAGEMENT UNIT PLOT NO. 32, STREET NO. 36, FIRST FLOOR, I&T CENTER, SECTOR G-10/4, ISLAMABAD.

TELEPHONE: +92518312595-6

# **Tender Document**

Procurement of Laboratory Consumables (Blood Lancets, Alcohol Swabs & Glass Slides)

Procurement Reference Number: PMU/55/09/2025

Subject of Procurement	Procurement of Laboratory Consumables (Blood		
	Lancets, Alcohol Swabs & Glass Slides)		
Procurement Reference Number	PMU/55/09/2025		
Date of Bid Issue	21st September 2025 (Sunday - Newspaper and website)		
Date of Pre-Bid Meeting	24 <sup>th</sup> September 2025 (Wednesday) at 03:00 pm PST		
Deadline for Submission of Bids	6 <sup>th</sup> October 2025 (Monday) @ 11:00 am PST		
Public Bid Opening	6 <sup>th</sup> October 2025 (Monday) @ 11:30 am PST		

Queries/Questions shall be sent by email only to:

**Attention: Aamir Aslam** 

Email Address: <a href="mailto:aamir.aslam@tih.org.pk">aamir.aslam@tih.org.pk</a>

Subject of Procurement and Tender Reference number must be included in email subject title.

# **Declaration**

Issuance of this bid document does not constitute a contractual commitment on the part of the Indus Hospital & Health Network (IHHN) Project nor does it commit to pay for costs incurred in the submission of a proposal. All costs of the applicant in the preparation and submission of an offer shall be borne by that applicant. IHHN reserves the right to reject any or all proposals and to make no award at all, or to make an award without further discussion or negotiations if it is considered to be in the best interest of the project.

Each bidder is required to submit a **Single Stage Two Envelope Proposal** (Technical & Financial).

Description	Volume
Procurement of Laboratory Consumables (Blood Lancets, Alcohol Swabs & Glass Slides)	SECTION II

# Planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Newspaper Ad & uploading on IHHN	21st September 2025
website	
b.Pre-bid meeting	24 <sup>th</sup> September 2025 (Wednesday) @ 03:00 pm
	PST
c. Bid closing date	6 <sup>th</sup> October 2025 (Monday) @ 11:00 am PST
d. Public bid opening date	6 <sup>th</sup> October 2025 (Monday) @ 11:30 am PST
e. Concluding evaluation process	10 <sup>th</sup> October 2025
f. Date of issuing Notification of Award	15 <sup>th</sup> October 2025
g. Contract or Purchase order issuance	17 <sup>th</sup> October 2025
h.Delivery of quantities	Preferably Ex-Sock/as per Purchase Order(s)

# Documents making part of the bidding documents

Section - I	Instructions to Bidders			
Section – II	Evaluation Criteria:			
	- Preliminary Evaluation(A)			
	- Technical Evaluation Method, Analytical and			
	commercial criteria (B)			
Section - III	Financial/Price Quotation			
	- Financial Comparison criteria(A)			
Section - IV	Scope of Work (A)			
	Delivery locations with quantities (B)			
Section - V	Undertaking (A)			
	Conflict of Interest (B)			
Section – VI	Supplier Evaluation Form			
Section – VII	GST exemption certificate			
Section – VIII	PSEAH Policy			

# SECTION I - INSTRUCTIONS TO BIDDERS

#### **Introduction**

Indus Hospital & Health Network (IHHN) is a Non-Profit organization, which is growing rapidly and expanding its Health Programs all over Pakistan. It has supported health programs in Pakistan since 2007. IHHN provides quality healthcare absolutely free of cost to millions of deserving patients through its countrywide network of hospitals in Pakistan. IHHN is now managing multiple tertiary and secondary care Hospitals, Physical Rehabilitation Centers, Regional Blood Centers, Community Health Centers, and various Public Health Programs spread across Pakistan.

IHHN is also a recipient of Malaria and C19RM grants funded by an international organization/donor.

## Scope of Work

Indus Hospital & Health Network intends to procure quality **Laboratory Consumables (Blood Lancets, Alcohol Swabs & Glass Slides)** from potential vendors through a competitive bidding process. The bidders must meet all essential Technical criteria specified in the Technical sheets under Section II.

## **Eligible Bidders**

This tender is open to all eligible & interested suppliers meeting the required criteria mentioned in subsequent Sections. Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government or non-government organization or international organization.

The bidders must meet all essential technical criteria mentioned in the technical sheets under section III. This tender document shall also serve the purpose of pre-qualification of bidders/companies in future for same nature of services.

# **Bid Currency and Cost of Bidding**

All rates shall be quoted in (PKR) Pak Rupees only.

The bidder shall bear all costs associated with the preparation and submission of their bid, and Indus Hospital & Health Network (IHHN) named in the bid document, hereinafter referred to as "IHHN," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

# Requirements, Specification and provision of samples

The supplies required shall be received as per the requirements specified in Section II. The samples of the product would also be required, along with the quotations, to analyze them as per the certificate of analysis provided (wherever required).

# Conformance to the specification

Products quoted by bidders shall be original products and not counterfeits or copies of the stated or quoted brands, or else both the proposal and shipments will be rejected.

A bidder shall attach to their bid all essential certificates product quoted for, including certificates of authorization from the manufacturer or distributor. Additional special requirements for each product are indicated in the specifications section (Section II). **IHHN reserves the right to prioritize quality and conformity over substandard or non-compliant products, with any deviation resulting in rejection.** 

# Compliance with the Code of Conduct

The bidders and suppliers shall comply with the <u>Global Fund's Code of Conduct for Suppliers</u> (As of February 2021 and as amended from time to time).

# Bid validity period and contract

The bid validity period is at least Sixty (60) calendar days from the date of the deadline for bid submission. IHHN has the right to reject the bid for a shorter period.

In exceptional circumstances, IHHN may solicit the bidder's consent in writing for an extension of the period of validity. Furthermore, a framework contract using the "Indus Hospital & Health Network standard contract format", may be established and signed between the parties for a period of 01 (One) year with a possibility of extension on mutual agreement for another period of 01 (One) year to procure Laboratory Reagents on need basis under agreed contract terms and conditions.

# Variation of product range and quantities

IHHN reserves the right to increase or decrease the quantities of supplies without any changes in unit price or other terms and conditions. IHHN shall order quantities under the contract by issuing a separate Purchase Order (PO). The bidder shall fulfill such requirements within the delivery schedule included in the bid or as mutually agreed.

# **Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, IHHN for any reason, whether at its own initiative or in response to a clarification requested by an interested bidder, may modify the bidding document by uploading the amended document on IHHN website, which will be binding on all. To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, IHHN, at its discretion, may extend the deadline for the submission of bids.

# Use of agreed contract prices by other PRs (of Same donor) and IHHN

Within the contract validity period, the purchaser and its partners under the Pakistan grant portfolio of the donor to fight Covid-19, AIDS, Tuberculosis and Malaria, IHHN may utilize the contract resulting from this procurement process to order additional quantities of items without retendering.

#### **Price variations**

Within the bid validity period, any changes in prices shall not be accepted. Any request from the bidder for price increments or continual stock unavailability will be considered as non-performance, which may lead to PO cancellation/contract termination and withholding of bid money.

For contract renewals in subsequent years, any adjustments to pricing, including increases, will be mutually agreed upon by both parties based on prevailing market conditions and documented in writing.

# The Bidding Procedure - Single Stage Two Envelope Procedure

- a. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial proposal and the Technical proposal.
- b. Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The Technical Proposal shall not include any financial information.
- c. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- d. During the bid opening process, the Bid Opening Committee shall focus on verifying the timely receipt of bids and examining the integrity of the bid envelopes, including proper sealing and appropriate markings and presence of two separate envelopes properly marked as Financial and Technical Proposal. Subsequently, the committee will proceed to open the technical envelope to confirm the presence of the blacked-out copy of Bid Security. No technical discussions will occur in the presence of bidders.
- e. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of IHHN without being opened.
- f. IHHN shall evaluate the Technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal that does not conform to the specified requirements.
- g. No amendments in the Technical proposal shall be permitted during the technical evaluation.
- h. Financial Proposals of the technically qualified bidders shall be opened internally by IHHN bid opening committee.
- i. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and

j. A technically responsive bid found to have the lowest priced quote (item wise) shall be declared as the best-evaluated bidder.

IHHN reserves the right to award part of the tendered items to the second and third best-evaluated bidders at their quoted prices or negotiated prices, in case the best-evaluated bidder fails to fulfill the required supplies within the desired delivery timelines.

IHHN deserves the right to select one or multiple bidders for this assignment

## Pre-bid meeting and request for clarifications

A pre-bid meeting shall be held at the address of Indus Hospital & Health Network, Project Management Unit, Office No. 32, First Floor, Street No. 36, I&T Center, G-10/4, Islamabad, on Wednesday 24<sup>th</sup> September 2025 at 03:00 pm.

Bidders may also seek clarifications and send questions/queries to the following email address: <a href="mailto:aamir.aslam@tih.org.pk">aamir.aslam@tih.org.pk</a>, attention: <a href="mailto:Mr. Aamir Aslam">Mr. Aamir Aslam</a>, <a href="mailto:Senior Manager Procurement & Supply Chain</a>, <a href="Project Management Unit">Project Management Unit</a>. The email subject/title should indicate the tender reference number and the subject of the procurement. A bidder sending a request for clarification should provide full names, company name and address and telephone contacts of the company in the email body: the purchaser shall not respond to anonymous emails. IHHN shall respond to requests for clarification and questions received not later than three (3) days to the deadline for bid submission. <a href="mailto:Important Note:">Important Note:</a> <a href="mailto:Bid shall only be received in the manner prescribed above and no bids are to be sent to the individual email stated above. <a href="mailto:Any bid sent to the above email will automatically be disqualified">Mailto:Any bid sent to the above email will automatically be disqualified</a>.

# Bid security or bid bond

All bids shall be accompanied with a refundable bid security or bid bond of at least 2% of the total quoted amount in form of Demand Draft (DD), Call Deposit Receipt (CDR) or Pay order in the name of Indus Hospital & Health Network, with a validity period of Ninety (90) calendar days. A blacked-out copy of the Bid Security is to be placed in the Technical Envelope, whereas the original bid security is to be placed in the Financial Envelope.

Bids not accompanied by a valid bid security (both copy and original), in form, amount and duration validity, shall be rejected.

The conditions for forfeiture of bid security or bond shall be similar to those specified in the Public Procurement Rules (PPRA), 2004 of Pakistan.

Bid security of unsuccessful bidders shall be returned to the bidders after finalization of the successful bidder(s). The correction of non-material arithmetic errors in the bidder's prices shall not invalidate an initially valid bid security submitted based on the original bid price.

# Submission of Bids

The sealed envelopes shall bear the name and address of the Bidder, the tender reference number and the subject of the procurement.

If envelopes are not sealed and marked as required, IHHN will assume no responsibility for the misplacement or premature opening of the bid.

Sealed bid shall be delivered by hand or by courier services to Indus Hospital & Health Network (IHHN), Project Management Unit, Plot No. 32, First Floor, Street No. 36, I&T Center, Sector G-10/4, Islamabad.

It shall be the responsibility of the bidder to ensure that all bids, whether delivered by hand or by courier services, are received at the mentioned address before the deadline for bid submission. Soft copy bids or bids sent through email shall be rejected.

# **Deadline for submission of Bids**

All bids, by hand or by courier must be received at the Indus Hospital & Health Network (IHHN), Project Management Unit, Plot No 32, First Floor, Street No. 36, I&T Center, Sector G-10/4, Islamabad, before or on Monday 6<sup>th</sup> October 2025 at 11:00 am local time.

Any bid received after the deadline for bid submission shall not be accepted and shall be returned unopened to the bidder.

### Public opening of bids

Submitted bids shall be opened in the presence of bidder's representatives who choose to attend at Indus Hospital & Health Network (IHHN), Project Management Unit, Plot No. 32, First Floor, Street No. 36, I&T Center, Sector G-10/4, Islamabad on Monday 6<sup>th</sup> October 2025 at 11:30 am local time.

**Note:** IHHN reserves the right to cancel the Bid Opening Meeting, considering any unforeseen emerging situation in the country or as instructed by the authorities.

# Bid evaluation methodology and criteria

A bid that substantially complies with the requirements of the evaluation methodology and criteria, specifications, products required, schedule and offers the lowest price shall be selected for award of contract. A bid that doesn't substantially meet the requirements of the bid shall be considered non-responsive and shall be rejected.

## Contacting the Procuring Agency

No Bidder shall contact IHHN on any matter relating to its bid, from the time of the bid opening to the time of contract award. A bidder shall not provide any further information related to the submitted bid after the deadline for bid submission, unless requested by the IHHN. A bidder may, in writing, inquire about the status of the procurement process or submit a request for clarification or a request for review after the release of the results of the bid evaluation process.

Any effort by a Bidder to influence IHHN in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

# Calculation Error Adjustment

If withholding, transportation or other indirect cost calculations are not shown or not mentioned in the financial proposal, the quoted prices shall be considered as prices inclusive of all taxes and charges. Indus Hospital & Health Network shall correct any non-material arithmetic errors in the bid price, provided that such corrections do not constitute an amendment of quoted unit prices.

If a bidder does not accept the final price based on IHHN's re-computation and correction of errors, his/her bid may be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

# Purchaser's request for clarification during bid evaluation

To assist in the evaluation and comparison of bids, IHHN may at its discretion, ask the bidder for clarification and submission of additional supporting information if required. The request for clarification and the response shall be in writing and shall not seek to change the unit prices and technical specifications of the bid. For avoidance of doubt, the purchaser shall not ask for clarifications that result in amendment of the unit prices, material amendment of the technical specifications, Terms of Reference and Scope of Work.

The purchaser shall be at liberty to request any historical documents from bidders during the bid evaluation process. Historical documents are non-material and shall not constitute a change in the technical nature of the bid.

For avoidance of doubt, historical documents are documents and information that existed prior to the public announcement of the bid, and may include but not limited to company registration documents; manufacturers and dealers authorization; firm and product quality certifications; bidder and staff practicing licenses and trading licenses and authorization; previous importation documents; previous contracts, contract performance certificates and purchase orders, work orders; product registration status; bidder's bank information, bank certificates and bank statement; tax registration certificates and status; and company's operating capacity.

# Negotiation of prices and delivery schedule

IHHN may negotiate with the selected bidder(s) to bring the prices within the market range, align prices with those in the previous IHHN contract, accommodate offers of discounts and donations, and/or finalize the delivery schedule.

#### Award decision

After identifying the lowest price offer in compliance with the technical specifications mentioned in Section II, IHHN reserves the right to award the contract to a single or multiple bidder. It shall be compulsory for the bidders to accept the award as mentioned above; failing to do so may lead to disqualification from this tender.

# Termination of the procurement process

IHHN reserves the right to cancel the tender process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

# Delivery site of Supplies/services

The bidders shall include in their bid price the cost of transportation of supplies to the locations indicated below in Section IV (B), including the cost of loading and offloading. The minimum acceptable shelf life of the product should be 12 months or as mutually agreed upon.

# Delivery date and consideration of ex-stock

All quantities under this bidding document shall be delivered on an **ex-stock basis and no later than 10 working days of issuance of POs to selected vendors.** Priority shall be given to bidders with technically qualified products, who offer competitive prices, with available ex-stock.

A bidder should clearly indicate in the bid the product quantities that are in stock and ready for immediate delivery. A bidder not specifying ex-stock quantities shall be deemed not to have ex-stock. In case the ex-stock quantities available with the best evaluated bidder does not meet the demand of the programme, IHHN reserves the right to award partial quantities to the first, second and third best evaluated bidders up to the maximum of the programme's requirements, even where award prices may vary from one bidder to another.

# Payment Terms & Taxes

Payment shall be made through an Account Payee Cheque within thirty (30) days after the submission of a complete and verified invoice to the finance department. IHHN is exempt from General Sales Tax (GST) on supplies, and a Tax Exemption Certificate is provided in Section VII.

Deduction of Income Tax at source will be applicable as per the Income Tax Ordinance 2001, subject to amendments from time to time. All other applicable taxes will be deducted in accordance with prevailing Government Tax Rules and Regulations.

# Meet or Exceed Requirements in the bid

The requirements provided in this document are the minimum requirements of IHHN. The applicants shall meet or exceed the requirements, provided they offer competitive prices.

In case a bidder exceeds the minimum specifications indicated in the bid or provides alternative specifications and additional supplies and services, the bidder should highlight such information in the bid to enable IHHN to identify modified specifications and requirements.

In case the bidder's extra specifications and additional accessories come at an additional cost beyond the standard package prices, the extra supplies or services shall be highlighted in the bid to enable IHHN to conduct a value-for-money analysis and decide.

#### Notification of Award

IHHN shall issue a Notification of Award to the successful bidder(s) in writing informing about acceptance of the bid. The Notification of Award shall not denote the formation of a contract subject to the signing of a formal contract and/or issue of a Purchase Order. Simultaneously, all bidders who participated in the tender shall be notified that their proposals were unsuccessful.

#### Challenging the notification of award

All bidders shall have a maximum of **24 hours**, from the time of receipt of the tender award notification, within which to seek clarification or challenge the award decision. Prior to the signing of

a formal contract, Indus Hospital and Health Network shall endeavor to resolve all complaints, disputes, and issue clarifications thereof within **24 hours** from the time of receiving queries from the bidders.

In case the IHHN finds the complaint or request for clarification submitted by the bidders to be truthful and/or of material nature, the IHHN shall recall the notification of award, without liability and costs from the notified bidder. IHHN shall review the award decision and issue a new notification of award.

Lodging a complaint or seeking clarification on an award decision by a bidder may not prevent the IHHN from proceeding with the contracting process and issuing a purchase order or formal signing of a contract, provided that the bidder's query is considered to be non-material or of no consequence to the resulting contract.

# Performance security or bond

The bid security of a successful supplier shall be held to serve as the Performance Bond until the contract is satisfactorily performed, the bid bond expires, or the contract expires, whichever comes first.

The bid security or bond shall be released upon satisfactory performance of the contract, less deduction of any applicable liquidated damages. In case the bid security or bond expires in the presence of a valid contract, the supplier shall be requested to replace the bid security or bond covering the remaining period of the contract. The conditions for forfeiture of bid security and performance bond shall be similar to those specified in the Public Procurement Rules of Pakistan.

Where a bid security or bond is retained to serve as the performance bond, the forfeiture conditions applicable to the performance bond shall apply to the bid security.

# Liquidated damages

Liquidated damages of 0.5% of the Purchase Order amount shall apply per day of delayed delivery of supplies, counted from the stated delivery date as agreed in the signed contract. The maximum amount of liquidated damages shall be 10% of the PO amount; thereafter, IHHN reserves the right to terminate the arrangement. In addition, IHHN reserves the right to cancel part or all liquidated damages upon the bidder's submission of acceptable reasons and supporting documents.

If IHHN cannot deduct the liquidated damage from pending payments, IHHN shall claim the entire amount of the performance security or performance bond from the guaranteeing institution, deduct the applicable liquidated damage amount, and return the balance of the funds to the bidder.

# Defective products, forged documents and Blacklisting of bidders

Bidders submitting forged documents, supplying counterfeit or defective products or samples shall be blacklisted from participating in any procurement under any grant funded by the common donor to fight AIDS, Tuberculosis and Malaria in Pakistan and a copy of the blacklisting notice shall be sent to the respective Public Procurement Regulatory Authority of Pakistan.

Subsequently, IHHN reserves the right to confiscate the supplied defective and substandard product or may ask for replacement after confirmation and acceptance of a valid justification by the bidder.

#### **Conflict of Interest**

The bidder shall take appropriate steps to ensure that neither the bidder nor bidder's staff are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the bidder or the bidder's staff and the duties owed to the Authority and Other Contracting Bodies under the provisions of this tender document and resulting contract or any Call-Off Contract. The bidder will disclose to the Authority full particulars of any such conflict of interest in writing that may arise.

# Force Majeure

For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- 1. Force Majeure shall not include
  - (a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
  - (b) Any event which a diligent Party could reasonably have been expected to both:
    - (i) Take into account from the effective date of the Contract; and
    - (ii) Avoid or overcome in the carrying out of its obligations; nor
  - (c) Insufficiency of funds or failure to make any payment required hereunder.
- 2. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 3. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay and minimize the consequences of any event of Force Majeure.
- 4. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than twelve (12) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 5. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to a negotiated payment limited to the costs reasonably and necessarily incurred by them due to the Force Majeure period. See examples under SCC for common force majeure situations and how they will be handled.
- 6. Not later than six (06) hours after the Contractor, as a result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

# Dispute settlement

A dispute shall be settled as per provisions of Pakistan Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the address of IHHN mentioned above.

# SECTION II A - (EVALUATION METHODOLOGY AND CRITERIA)

# A) Preliminary Examination Criteria:

The following shall be required to prove evidence of preliminary eligibility, and shall be evaluated on a **Pass or Fail** basis:

a) Bid prepared and submitted should be as per the following Bid Evaluation sheet, properly numbered and submitted in the form of a proposal. Details/certifications to be provided and numbered in table below:

Sr. #	Attributes	Reference page # in Proposal
1	Complete company profile (may include but not be limited to name, registered office address, telephone, fax and e-mail address and web address, complete contact details of the contact person, details of branch offices and staff details etc.)	
2	Certificate of Company/AOP registration or any other legal registration document	
3	Date of establishment of business; a minimum of three years of relevant business experience is required.	
4	Established office setup in any major city of Pakistan.	
5	Bidder registered with Income Tax, Sales Taxes: NTN, GST registration Certificates - Bidder appears on the Active Tax Payer List (ATL) of FBR. Payment will be linked with the active Taxpayer status as per the FBR Database (NTN certificate)	
6	Authorization certificate/letter from the Manufacturer, Distributor, or wholesaler	
7	Bank Account Maintenance Certificate or Last one (01) year Bank Statement	
8	3 Contracts/POs/WOs of PKR 1 Million and above of similar nature executed during the last 3 years.	
9	Confirmation that the Bid is valid for 90 calendar days from the date of the deadline for submission of bids.	
10	Bid accompanied with valid Bid Security of 2% of the total quoted price in the <b>form of Demand Draft (DD), Call Deposit Receipt (CDR), or Pay order</b> in the name of Indus Hospital & Health Network. Blacked out copy to be placed in the Technical Envelope, whereas the original bid security to be placed in the Financial Envelope.	
11	Undertaking on Stamp paper as per Section V (A)	
12	Signed Conflict of Interest declaration as per Section V(B)	
13	Bidder shall submit, along with this bid, detailed brochures and one sample each of the proposed items	

# SECTION II B - (TECHNICAL EVALUATION METHODOLOGY AND CRITERIA)

In case only one or two bidders pass technical evaluation, the purchasing entity shall proceed to evaluate the

financial quotation(s) of the single bidder or the two bidders. Below shall be the award criteria under each

of the requirements in this bid.

Evaluation Criteria (PASS/FAIL): Suppliers shall be considered as passing in case of documentation submission as required, and fail in case of non-submission.

Sr. #	Item Name and Specifications	Pack Size	Required Quantity
1.	Microscopy Good Quality, complying with the commercial criteria of in vitro devices Dimension: 25.4 x 76.2 mm (01 Inch x 03 Inch) Thickness: 1mm (+/-) 1.2 mm Features: Twin Frosted, Ground, and Smooth Edges Grade: QC Lab Grade, Germany or Equivalent Origin: Germany or Equivalent Other important specs mentioned in commercial criteria in the table below, where applicable, including labeling on unit cartons as per the standards law.	72 slides/ pack	8,390
2.	Alcoholic Swabs (Alcoholic pads for external use, Active Ingredient: IPA 70%)  Good Quality/Brands Quality Reports: Test report by manufacturer from an accredited Laboratory.  Other important specs: mentioned in commercial criteria in table below, where applicable, including labeling on unit cartons as per standards law.	200 pcs/Box	1,526
3.	Twist Blood Lancet Good Quality Brands  Description: Stainless steel, sterile, single-use Pack Size:200 Swabs/pack Quality Reports: Test report by the manufacturer from an accredited Laboratory. Other important specs: mentioned in commercial criteria in table below, where applicable, including labeling on unit cartons as per standard laws.	200 pcs/Box	2,935

# **COMMERCIAL MANDATORY CRITERIA (PASS/FAIL)**

# Suppliers shall be considered as Pass in case of required documentation and Fail in case of non-submission

Manufacturing site: Identity and site address, License in the country of manufacture. Proof of compliance with ISO 13485 for medical devices.

Confirmation of DRAP Registration, where applicable

Product characteristics/specifications: Model, Picture/sample of the product and primary packaging, intended use, Instructions for use available and consistent with the product description and intended use. Language acceptable

Authorization letter for the distribution of the products from Manufacturers to distribute/sell/Quote, etc.

Supporting documents in case of Import like Bill of Lading, in the name of the bidder If a bidder is quoting the product on behalf of an importer, then a letter of Authorization from the concerned importer is required.

# **SECTION III- PRICE SCHEDULE/QUOTES**

The price quotation needs to be sealed in a separate envelope marked as "Financial Proposal".

# A. Financial Comparison Criteria

Costs to be included in the bid price are:

- a. The unit and total rates in the Price Schedule.
- b. Taxes, duties etc.
- c. Transport and shipping costs to site of performance of the assignment and to the delivery site.
- d. Loading and offloading charges.
- e. Bid Price/Quotes must clearly mention that "provided supplies are without GST charges" (See section VII for Exemption Certificate).
- f. Bidders shall clearly mention Stock available at hand against each item.

The bidder with the lowest evaluated price, from among those who pass preliminary and technical evaluation shall be the best evaluated bid.

Each of the products in the price schedule shall be evaluated and awarded individually. The purchasing entity reserves the right to either award all the schedule of work to one firm, award each schedule to a separate firm or break up the lot to ensure effective and efficient implementation of the contract.

# B. Post-Qualification

IHHN may undertake a post-qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

#### **Price Schedule Form**

Sr.#	Item Description/Specification	Company Name & Manufacturing Country	Unit Price (PKR)	Qty	Total Price (PKR) (Excl. GST)	Stock Availability
1						
2						
3						

# SECTION IV (A) - SCOPE OF WORK (SOW)

- 1) The scope of work encompasses supply, transportation, loading and offloading of Lab Supplies as mentioned above in the delivery sites of supplies.
- 2) The supplier may submit a quotation/offer for all items and or part items as well.
- 3) IHHN expects to select the Organizations/Firms that present the best combination of experience, capacity and competence to provide branded/quality products as per specified criteria.
- 4) IHHN expects market competitive rates for the items, which shall be required in bulk quantities as per specified criteria.
- 5) Preliminary, Analytical and Commercial criteria need to be read out thoroughly, which are set out to ensure standard quality of the products.
- 6) Any offer that doesn't meet the requirement shall not be considered for Comparative.

This Tender also intends to locate the potential vendors for our pre-qualifications for future endeavors.

# SECTION IV (B) – DELIVERY LOCATIONS WITH QUANTITIES

Locations		Name of Item			
		Twin Frosted Glass Slides 72 slides/pack	Blood Lancets 200 pcs/box	Alcohol Swabs 200 pcs/box	
	Tharparkar	480	150	100	
	Naushahro Feroze	700	226	100	
SINDH	Khairpur	1,000	329	200	
Z	Shikarpur	90	35	-	
	Dadu	600	179	80	
	Sukkur	250	90	17	
SUB TOTAL		3,120	1,009	497	
	Shangla	220	78	30	
	Buner	200	91	21	
Κ̈́	Lower Dir	221	80	50	
. ,	Nowshera	200	72	47	
	FPHC - Peshawar	3,223	1,172	881	
SUB T	OTAL	4,064	1,493	1,029	
Z	Harnai	15	5	-	
STA	Ziarat	12	4	-	
Ä	Nushki	45	16	-	
BALUCHISTAN	Killa Saif Ullah	34	12	-	
BA]	BRSP - Quetta	1,100	396	-	
SUB T	OTAL	1,206	433	-	
Total C	Quantity	8,390	2,935	1,526	

# SECTION V (A) - UNDERTAKING

# UNDERTAKING (Rs. 50 Stamp Paper attested by notary public)

I/We, M/s	
do hereby solemnly affirm and declare as under:	

- Any acts where IHHN employees and those associated with IHHN work use their positions of power to exploit those we serve are against IHHN very mission, values and standards of conduct. IHHN has a zero-tolerance policy against sexual exploitation, abuse, and Harassment.
- We and our representatives remain prohibit from engagement in sexual exploitation & abuse, and sexual harassment, ensuring measures to prevent and respond to sexual exploitation, abuse & harassment as provided for in IHHN PSEAH policy.
- We are fully compliant and will comply in the future with the <u>Global Fund's Code of Conduct for Suppliers</u> and <u>Due Diligence guidelines</u>.
- We have never adjudged an insolvent service/advisory/consultancy.
- Our directors/partners have never been declared bankrupt by any court of law.
- We have never been blacklisted or involved in litigation with any client/ organization/ government/ semi-government/ autonomous body.
- Our directors/partners always fulfilled/ obeyed execution of degree or order of any court decree never been dissatisfied against them.
- Our directors/partners have not been convicted of a financial crime, banking frauds mortgage frauds, forgery, bribery, embezzlement, cheque frauds, credit cards frauds, money laundering activities etc.
- We will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, except as disclosed in full to the IHHN, in connection with the procurement process or in contract execution.
- We meet the financial integrity requirement as per applicable laws and regulations.
- We and our representatives comply with all applicable laws and regulations of Islamic Republic of Pakistan, as well as the publicized rules, regulations and policies in our areas of work.
- We and our representatives shall safeguard and protect the rights of all children, irrespective of ability, ethnicity, faith, gender, sexuality and culture. Consistent with the provisions of the ILO Minimum Age Convention (Number 138), we do not employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or wellbeing of such persons see <a href="http://childrenandbusiness.org/">http://childrenandbusiness.org/</a>.

For and on behalf of

# SECTION V (B) – CONFLICT OF INTEREST DECLARATION

I/We,
hereby disclose all of my conflicts of interest and other potentially conflicting interests, including specific financial interests and relationships and affiliations relevant to the procurement of IHHN in any form. This applies to the past 5 years and the foreseeable future. I/We also agree that I/We will not use any confidential information obtained from my activities related to procurement, to further my own or others financial interests.
Name & Designation
Signature & Stamp
Date Please list any potential conflicts of interest:  1) 2) 3)

# SECTION VI- SUPPLIER AUDIT AND EVALUATION FORM

# SUPPLIER AUDIT AND EVALUATION FORM

Sr. #	Documents		No
1.	Income Taxation Certificate		
2.	General Sales Tax Certificate		
	Agency/Distribution Certificate/ Partnership		
3.	Certificate/ Reseller Letter		
4.	In case of Equipment's: Official Service Centres address		

2.) Additional information/comments about the Supplier/ Bidder:				

3.) Reviews from Previous Customers:

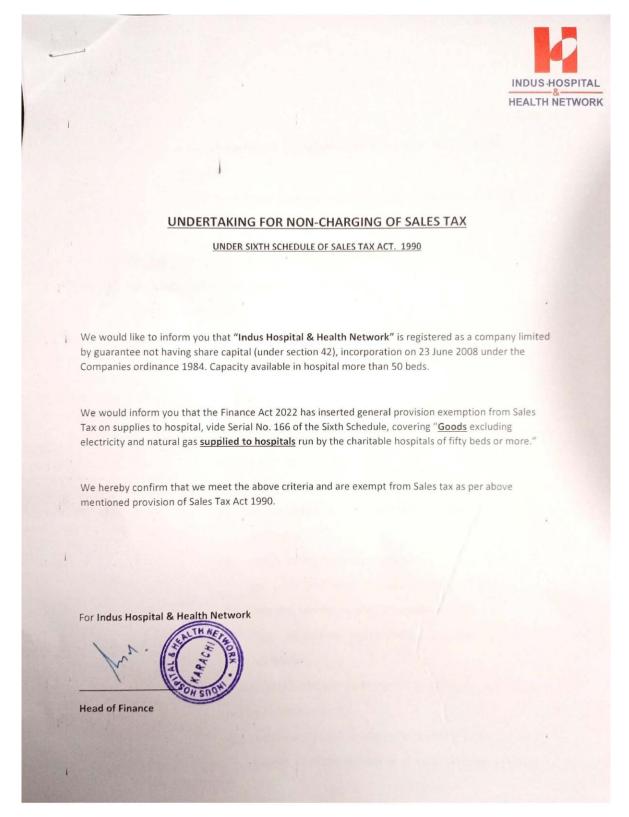
S. No	Customer	Comments
1		
2		
3		
4		

# **SUPPLIER INFORMATION FORM**

1.) General information about the supplier					
Name of th	ne Supplier:				
Code (For	Supply Chain Use Of	NLY):			
Type: Sup	plier Manufactı	ırer Distri	butor		
Supplier Po	erson:				
Alternate N	Name:				
Parent Sup	plier Name in case of	a distributor:			
Supplier A	ddress:				
Tax payer's					
Tax Registration Number:					
Customer Number:					
2.) Contacts Information:					
Serial Number	First Name	Last Name	Title	Department	Inactive On
1.					
2.					
3.					
4.					
Telephone		Alte	ernate Contact N	ame:	

Alternate Telephone:	NTN Number:
Mobile:	URL:
Fax Number:	Email:
3.) Manufacturing Site Details:	
Site Name:	
Country:	
City:	<u></u>
Province:	
Address:	
Alternate Site Name Address:	
4.) Payment Details:	
Terms:	Invoice Currency:
Payment Currency:	Payment Method:
Pay Group:	Signature of Supplier:
Payment Priority:	
Remittance E-mail:	
Term Date Basis:	
Pay Date Basis:	

# **SECTION VII - GST Exemption Certificate**

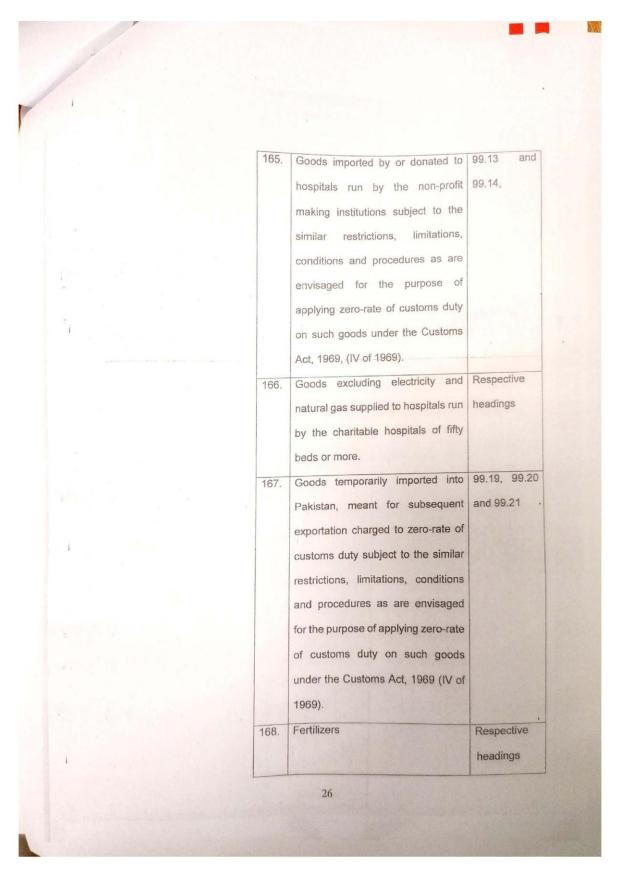


Scanned with CamScanner

- (b) After sub-section (4), the following new sub-section shall be added, namely;"(4A) The privileges provided to a member under this section will not be refunded."
- 3. Amendments of the Sales Tax Act, 1990.— In the Sales Tax Act, 1990, the following further amendments shall be made, namely:-
  - (1) in section 2,-
    - in clause (12), after the word "include", the words and comma "production, transmission and distribution of electricity," shall be added;
    - in clause (29A), in sub-clause (b), after the word "Act", the words
       "excluding fee and service charges imposed and collected under
       section 76" shall be added;
    - (c) in clause (33),
      - in sub-clause (c), the word "and" at the end shall be omitted; and
      - (ii) in sub-clause (d), for the colon at the end, a semi colon and the word "and" shall be substituted, and thereafter the following new clause shall be added, namely:—
        - "(e) production, transmission and distribution of electricity.";
    - (d) in clause (43A), after sub-clause (g), the following new sub-clause shall be inserted, namely:--
      - "(ga) a person engaged in supply of articles of jewellery, or parts thereof, of precious metal or of metal clad with precious

11

Scanned with CamScanner



Scanned with CamScanner

# SECTION IX – PROTECTION FROM SEXUAL EXPLOITATION, ABUSE AND HARASSMENT POLICY (PSEAH)

#### 1. INTRODUCTION

Indus Hospital & Health Network (IHHN) is committed to upholding the dignity and rights of employees and beneficiaries, ensures a safe and trusted work environment, free from bullying, harassment, and sexual exploitation. The institution maintains a zero-tolerance policy for all forms of sexual exploitation and abuse, extending to power dynamics among employees, staff, and the community. IHHN believes that people affected by emergencies and conflicts become much vulnerable and can possibly be a target of some form of exploitation or abuse by any traditional or non-traditional aid worker.

Keeping this in mind; IHHN has established this policy on "Protection from Sexual Exploitation, Abuse and Harassment– PSEAH" to ensure that IHHN follows "Zero Tolerance Policy" on sexual misconduct, and it has established its clear procedures and guidelines for addressing SEAH.

The policy underscores IHHN's commitment in maintaining the highest ethical standards and prioritizing the well-being of all individuals associated with the institution.

#### 2. ABOUT THE POLICY

IHHN has a zero-tolerance policy for sexual exploitation, abuse in particular child abuse, sexual harassment and bullying by IHHN staff. IHHN is committed to ensuring that all recruited staff members possess the necessary qualifications and suitability to work with beneficiaries, with particular attention to the needs and vulnerabilities of women, children, and other at-risk adults. Exploitation and abuse, encompassing sexual, physical, verbal, or emotional misconduct toward adults or children by IHHN employees, are considered acts of gross misconduct IHHN emphasizes that all forms of sexual exploitation, abuse and Harassment (SEAH) are prohibited and will lead to disciplinary action, ranging from corrective measures to the most severe consequence of termination from employment.

IHHN strongly encourages its employees and other stakeholders who possess information regarding incidents of inappropriate or suspected breaches of this policy to come forward promptly. IHHN employees are expected to fully cooperate with any inquiries and investigations conducted under this policy, demonstrating a commitment to transparency and accountability within the institution.

#### 3. POLICY STATEMENT

IHHN's PSEAH Policy is governed with the IASC SIX Core principles of the **UN Secretary General's Bulletin** which outlines its stance on preventing sexual abuse and exploitation:

- Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
- Sexual activity with children (under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
- Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Any sexual relationship between those providing humanitarian assistance and protection and a
  person benefitting from such humanitarian assistance and protection that involves improper use
  of rank or position is prohibited. Such relationships undermine the credibility and integrity of
  humanitarian aid work.
- Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
- Humanitarian workers are obliged to create and maintain an environment which prevents sexual
  exploitation and abuse and promotes the implementation of their code of conduct. Managers at
  all levels have particular responsibilities to support and develop systems which maintain this
  environment."

#### 4. PURPOSE

The overall purpose of this policy is to prohibit all IHHN associated persons from engaging in any form of sexual misconduct, sexual exploitation, abuse and harassment of any beneficiary IHHN has to serve; and create

an overall organizational environment and culture which offers safer and harassment free workplace to all concerned.

#### 5. SCOPE

This policy is universally applicable to every member of the Indus Hospital & Health Network (IHHN) team, irrespective of their employment status—whether full-time, part-time, or engaged on contractual terms. In accordance with the principles outlined in IHHN's Code of Conduct, this policy holds away not only during working hours but also extends its authority to all aspects of a staff member's life. Moreover, this policy is obligatory for other individuals representing IHHN, a category that includes, but is not limited to,

- partners
- volunteers (including board members and advisors)
- consultants
- contractors/suppliers/vendors
- interns
- visitors
- beneficiaries, community workers, aid workers/field staff, and any others acting as representatives of IHHN

All staff members and representatives mentioned above are vested with the authority to bring forth complaints under the purview of this policy.

## 6. DESCRIPTION - OBJECTIVES

- Ensure that all programs / interventions implemented by IHHN are safer and free from sexual misconduct / sexual exploitation and abuse for all the communities, beneficiaries, staff and other associated personnel.
- Ensure that IHHN follows set guidelines and procedures for prevention and response to SEAH.
- Ensure that all IHHN staff / personnel work under standard and acceptable code of conduct and they do not involve in any form of sexual misconduct or abuse.
- Ensure that IHHN has established clear policies and procedures pertaining to PSEAH and which will help promote the accountability at all levels concerned.

#### 7. GUIDING PRINCIPLES

IHHN's PSEAH policy is grounded in the following principles:

- Beneficiaries in contact with IHHN and its employees are entitled to be treated with respect, dignity, and the utmost confidentiality.
- IHHN employees are prohibited from discriminating against beneficiaries based on factors such as race, color, religion, gender, age, ethnicity, group association, political affiliation, education, marital or parental status, pregnancy, or disability.
- Safeguarding beneficiaries is an integral consideration in the design and implementation of all IHHN projects and programs

# 8. COMPLIANCE TO GOVT. LAWS AND UN PROTOCOLS ON SEXUAL MISCONDUCT

This PSEAH Policy fully adheres to the Govt. of Pakistan's Law on Workplace Harassment and the United Nations Protocols and Inter-Agency Standing Committee guidelines applicable to UN Agencies and NGOs/CSOs for protection of all forms of sexual misconduct including the protection of aid recipients/ beneficiaries from sexual exploitation and abuse (SEA) by the aid workers. These include:

- Protection against Harassment of Women at the Workplace (Amendment) Act, 2022, Govt. of Pakistan.
- UN Secretary-General's Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse.
- IASC SIX CORE PRINCIPLES
- UN Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.
- UN Protocol on the Provision of Assistance to Victims of Sexual Exploitation and Abuse. Accountability to Affected Populations (AAP).

 Statement of Commitment for Eliminating Sexual Exploitation and Abuse by UN and Non-UN Personnel.

IHHN leadership will make all possible efforts to ensure that all the requirements instructions as stipulated in above guiding UN documents are fully incorporated in overall initiatives of IHHN, at all levels, where applicable.

#### 9. ROLES AND RESPONSIBILITIES ON PSEA WITHIN IHHN

IHHN leadership is responsible to ensure that it has placed all the necessary policies, systems and procedures in place which can guarantee the implementation of "Zero Tolerance Policy" on all forms of sexual misconduct including the sexual exploitation and abuse of the program participants / beneficiaries. Following are the key responsibilities of the IHHN Personnel related to PSEAH:

#### I. MANAGEMENT ROLES & RESPONSIBILITIES

- Provide oversight of PSEAH prevention and response
- Review and update PSEAH-related policies and guidance
- Ensure attention and resources to PSEAH across the organization
- Facilitate and oversee investigations of SEA allegations
- Coordinate with other organizations on PSEAH, including donors
- Promoting a safe and inclusive organizational culture and office environment that prevents sexual exploitation and sexual abuse where staff feel empowered to speak up, and support and develop systems that maintain this environment
- Ensure that a victim-centered approach guides all actions for PSEAH

# II. PSEAH FOCAL PERSONS ROLES & RESPONSIBILITIES

- Support senior management to meet their PSEAH-related responsibilities
- Report concerns or issues with PSEAH implementation to senior management, including referrals of victims/survivors to assistance and services
- Receive reports of SEA allegations and coordinate the response
- Conduct training and awareness-raising of personnel and others on PSEAH
- Coordinate with other relevant actors on PSEA, and representing the organization in interagency PSEAH Network
- Ensure information about PSEAH is communicated to the community, including sharing details on the complaint mechanism and referral pathway and service providers

#### III. HUMAN RESOURCES DEPARTMENT

- Conduct screening for past SEAH violations, and other code of conduct and policy violations (e.g. fraud, corruption, abuse of power), as part of recruitment process
- Ensure all personnel sign the organization's code of conduct
- Integrate a PSEAH clause in personnel contracts and contract agreements, including when subcontracting
- Support communication with personnel during investigation of SEA allegations
- Keep PSEAH-related documents of personnel on file, including signed codes of conduct

#### IV. ALL OTHER IHHN STAFF / ASSOCIATED PERSONNEL

- Uphold the code of conduct and PSEAH-related policies
- Actively participate in SEAH-related trainings and awareness-raising efforts, including support for dissemination of PSEAH materials
- Report allegations of SEA through the designated reporting channels
- Participate in investigations of SEA allegations as appropriate
- Identify and mitigate/avoid SEAH-related programme risks (particularly for personnel involved in programming)

Following are some of the additional specific roles and responsibilities:

 Board of Directors: The overall responsibility for monitoring the implementation of PSEAH Policy rests with IHHN Board of Directors. The Board is thus responsible for incorporating safeguards in all approval processes and controlling systems

- Senior Management: All senior managers (including the chief executive and division heads) are responsible for integrating PSEAH in plans, strategies, policies and programmes, as appropriate.
- Programme Coordinators and Project Heads: These coordinators are responsible
  for monitoring the integration of safeguards at programme implementation level. This
  responsibility is shared with partners and laid out in contracts.

#### 10. TERMS OF REFERENCE OF THE IHHN SAFEGUARDING COMMITTEE

#### I. IHHN'S SAFEGUARDING COMMITTEE

- IHHN Safeguarding Committee shall comprise the following members:
- Executive Director, Female, Chairperson\*
- Senior Manager Operations, Male, Member
- Senior Manager Procurement & Supply Chain, Male, Member
- Senior Manager Programs, Female, Member
- \*Anyone can be designated by Chairperson of Committee for Safeguarding based on nature of the case.
  - At least one member of the Safeguarding Committee shall be a woman. The quorum for a meeting of the IHHN Safeguarding Committee shall be the Chairperson and two other members, one of whom should be a woman. The Chairperson shall have the authority to nominate additional or alternate members on a case-to-case basis.
  - In case of a complaint against a member of the IHHN Safeguarding Committee, CEO-IHHN shall nominate an alternate member in his/her place.
  - If any complaint is filed against the CEO-IHHN, Member, Director or Advisor to the Board of IHHN, the case shall be resolved by a Committee of the Board as may be designated by the Board on a case-to-case basis.
  - All members of the Safeguarding Committee shall be provided appropriate training for handling and investigating cases under this policy.

#### II. IHHN SAFEGUARDING COMMITTEE SHALL BE RESPONSIBLE TO

Ensure that everyone on the Board, Executive Committee, Medical & Non-medical staff, Interns, Volunteers, Housekeeping, Safety & Security staff and all IHHN staff and partners understand the purpose and importance of IHHN PSEAH Policy and Code of ethics.

Ensure that appropriate training is in place for Line Managers and all other stakeholders.

Ensure communication channels are open and clear and that employees /community/other stakeholders can raise issues and concerns comfortably without any fear.

Examine and evaluate complaints to figure out their type and nature, and suggest the right actions to take.

Investigate the complaints and share the findings and recommendations with the CEO-IHHN/ President of IHHN.

If the complaints involve employees of the other direct & indirect partners involved, follow up with them on the progress of the inquiry or investigation. Review the recommendations and decisions made by the implementing partners and provide appropriate suggestions if needed. Suggest penalties or disciplinary actions when & where necessary. Recommend changes may need to be made to the organization's policies once investigations of complaints have been completed. Committee can audit to check system efficiency and compliance of the policy and code of conduct. For the implementing partners and provide appropriate suggestions if needed.

## III. DESIGNATED SAFEGUARDING OFFICER

Manager/In-charge of the Human Resource Section at IHHN shall be the Designated Safeguarding Officer for the purpose of this Policy. CEO IHHN shall have the authority to designate any other employee as the Safeguarding Officer.

#### IV. RESPONSIBILITIES OF THE DESIGNATED SAFEGUARDING OFFICER

- Act as the focal person for handling complaints under IHHN's PSEAH Policy
- Acknowledge receipt of complaints to the complainants and forward the complaints to the IHHN's Safeguarding Committee (defined in section below) in a timely manner

- Coordinate meetings of IHHN's Safeguarding Committee and facilitate the Committee in investigations
- Coordinate with and provide feedback to the complainant and the accused as appropriate
- Coordinate with implementing partners for complaints relating to their employees
- Ensure that all complaints, investigations and decisions of IHHN's Safeguarding Committee are adequately documented and kept confidential
- Maintain the Safeguarding Complaint Register as per the format prescribed in IHHN's PSEAH Policy
- Any other responsibility assigned by the IHHN's Safeguarding Committee

# 11. CUSTODY

HR senior representative shall be the custodian of the Policy. It shall be the responsibility of the HR senior representative to ensure that the Policy is regularly updated to meet the changing needs of the organization and/or changes in best practices or applicable laws. Requests for an amendment to the Policy can come from any source, e.g. from beneficiaries, IHHN employees, partner organizations, donors etc. A safeguarding incident may also necessitate a change to the Policy. The revised version of the PSEA Policy will be duly signed and circulated among all the relevant staff for compliance.

#### 12. DEFINITIONS

The definitions of terms used in this policy have been taken from the PSEAH Toolkit of UNICEF.

Accountability	The obligation to:		
recountability	i) demonstrate that work has been conducted in accordance v		
	agreed rules and standards and		
	ii) report fairly and accurately on performance results vis-à-vis		
D C	mandated roles and/or plans		
	Individuals, groups, or organizations that directly or indirectly benefit from an		
Affected Populations	intervention, project, or program and people who are affected, either directly or		
	indirectly, by a hazardous event.		
Child	A person under the age of 18, regardless of the age of majority or age of consent		
	locally.		
Complainant	A person who initially notifies of an allegation of sexual exploitation and abuse.		
Gender-based	An umbrella term for violence directed towards or disproportionately affecting		
violence (GBV)	someone because of their actual or perceived gender identity. Sexual exploitation		
	and abuse is a form of GBV.		
Implementing	Entity responsible and accountable for implementation of the intended		
partners ('partners')	programme. It may include government institutions, intergovernmental		
	organizations, civil society organizations and UN agencies.		
Informed consent	Informed consent means making an informed choice freely and voluntarily by		
	persons in an equal power relationship. It is a key starting point in the provision		
	of victim assistance where the victim must be informed about all available		
	options, and fully understand what she or he is consenting to as well as the risks,		
	including the limits of confidentiality, and benefits before agreeing. The full		
	range of choices should be presented to the victim, regardless of the service		
	provider's individual beliefs. The victim should not be pressured to consent		
	to any service, interview, exam, assessment, etc. A victim can withdraw		
	consent at any time.		
Informed assent	The expressed willingness to participate in services. For younger children, who		
	are by definition too young to give informed consent but are old enough to		
	understand and agree to participate in services, the		
	child's 'informed assent' is sought.		
Investigations	A legally based and analytical process designed to gather information in order to		
	determine whether wrongdoing occurred and if so, the persons or entities		
	responsible.		
	responder.		

D 1	http://www.new.new.new.new.new.new.new.new.new.	
Personnel	This includes employees as well as subcontractors, consultants, interns or	
	volunteers associated with or working on behalf of IHNN or its partner	
	organizations.	
Sexual exploitation	'Sexual exploitation' is any actual or attempted abuse of a position of	
and abuse (SEA)	vulnerability, differential power or trust for sexual purposes, including, but not	
	limited to profiting monetarily, socially or politically from the sexual exploitation	
	of another. 'Sexual abuse' is the actual or threatened physical intrusion of a	
	sexual nature, whether by force or under unequal or coercive conditions. This	
	includes non-contact and online sexual exploitation and abuse.	
	'Sexual Exploitation and Abuse" (SEA) is the abuse or attempted abuse of a	
	position of vulnerability, differential power or trust for sexual purposes or the	
	actual or threatened physical intrusion of a sexual nature by IHHN personnel or	
	its implementing partners against the people being served. Although SEA can	
	happen anywhere in society, when used as an umbrella term within the	
	development and humanitarian sector, the term refers to SEA perpetrated by	
	those working in, or with, development and humanitarian organizations.	
Sexual harassment	Sexual harassment is any unwelcome conduct of a sexual nature that might	
	reasonably be expected or be perceived to cause offense or humiliation, when	
	such conduct interferes with work, is made a condition of employment or creates	
	an intimidating, hostile or offensive work environment. Sexual harassment may	
	occur in the workplace or in connection with work. While typically involving a	
	pattern of conduct, sexual harassment may take the form of a single incident.	
	In assessing the reasonableness of expectations or perceptions, the perspective	
	of the person who is the target of the conduct shall be considered.	
Survivor / Victim	Refers to a person who is, or has been, sexually exploited or abused. 'Survivor'	
Survivor / Victim	is often used interchangeably with 'Victim'. However, neither designation is any	
	way meant to imply a lack of strength, resilience, or capacity to survive. While	
	the vast majority of reported victims of SEA are women and girls, boys and men	
	can also experience SEA.	
Victim-centered	A victim-centered approach (also referred to as 'survivor-centered' approach)	
approach	aims to create a supportive environment in which each victim's rights, wishes	
	and self-determination are respected and in which the person is treated with	
	dignity and respect.	
Whistle-blower	Any person who reports SEA	
Zero-tolerance policy	A policy establishing that sexual exploitation and abuse by personnel (including	
	by partners) is prohibited and that every transgression will be acted upon.	

#### 13. CODE OF CONDUCT

The commitment of IHHN to seamlessly integrate PSEAH considerations into all facets of our planning, programming, and operational processes is unwavering. This integration serves as a cornerstone for nurturing a culture embedded in respect, accountability, and the prevention of Sexual Exploitation, Abuse and Harassment within our organization. In accordance with our dedication to transparency and inclusivity, IHHN engages in consultations with the affected population and local communities, particularly those identified as atrisk groups by the organization. This collaborative approach ensures that the systems implemented and measures taken for the prevention and response to Sexual Exploitation, Abuse and Harassment are not only sensitive to the vulnerabilities and needs of beneficiaries but are also culturally appropriate.

IHHN has developed a PSEAH Code of conduct which is signed by all IHHN employees. Our Code of Conduct reinforces the collective responsibility of all staff and other representatives to promptly report any suspicions or incidents of sexual harassment, exploitation, and abuse. Failure to report to the appropriate authority constitutes a breach of both the Indus Hospital & Health Network Code of Ethics and this policy, and may result in disciplinary action being taken. This unequivocal stance underscores our commitment to maintaining a safe and respectful environment for all individuals associated with our institution.

# 14. IHHN REPORTING OF SEXUAL EXPLOITATION AND ABUSE / SEXUAL MISCONDUCT

IHHN has established a robust and transparent Reporting Mechanism / Complaint and Feedback System for receiving allegations of SEAH from the aid recipients / communities it serves and the personnel associated with IHHN.

Reporting Mechanism is Guided by Following Basic Principles of Effective Reporting:

- Safety / Protection from Retaliation
- Confidentiality
- Transparency
- Accessibility

Following are additional key features of the Reporting Mechanism:

- Reporting Channels are Safe, Confidential and Accessible
- Protection from Retaliation: IHHN is committed to upholding a culture of transparency and a safe environment where personnel and beneficiaries can report SEAH allegations as soon as possible without any adverse or punitive action being taken against them. The Organization does not tolerate any kind of retaliation, or threat thereof, against anyone who reports a situation of SEA or cooperates in any investigation process related to a SEAH allegation.
- Access to sensitive information is restricted to ensure the safety of survivors and the complainants
- Information about an allegation is shared only with the authorized/relevant personnel on a 'need to know' basis for the purpose of investigations or providing assistance to the survivor.
- IHHN has a mechanism to ensure that its beneficiaries are aware about its Reporting Channels
- IHHN has a system in place to ensure that staff involved in complaint handling is fully guided and is trained periodically for effective complaint handling and investigations

#### 15. GUIDELINES ON SEA REPORTING

Here are some quick guidelines / DOs & DON'Ts for staff related to SEA reporting:

#### I. DOs FOR SEA REPORTING:

- DO Report Immediately / Within 24 Hours When You Have Suspicions of SEA
- DO Select the Reliable Channel to Report the Allegation
- DO Report Even If You Are Not Certain That SEA Occurred
- DO Report All Allegations Regardless of When They Happened
- DO Report Using Information That is Available?
- DO Report Allegations Even If Committed by Staff of Other Organization
- DO Report All Sexual Contacts with Children
- DO Respect Confidentiality of Both the Victim & the Accused

#### II. DON'Ts for SEA Reporting:

- DO NOT Forget Your Responsibility to Report SEA
- DO NOT Probe / Investigate the Perpetrator / Abuser
- DO NOT Probe / Interview the Victim / Survivor
- DO NOT Discuss the Matter with Any One Not Relevant
- DO NOT Disclose Information to Any One Not Relevant
- DO NOT Hide or Exaggerate Facts

Reporting of SEA / sexual misconduct is highly important. Failing to report SEA may also constitute misconduct. Similarly, false reporting of sexual misconduct / SEA with malicious intention shall also be treated as misconduct.

## III. CHANNELS FOR SEAH REPORTING

IHHN is fully aware that SEA cannot be well addressed without the availability of diverse, functional, safe and accessible reporting channels for reporting of allegations of sexual exploitation, abuse and Harassment or overall sexual misconduct.

#### IV. REPORTING CHANNELS ESTABLISHED BY IHHN

IHHN has established following internal 'Reporting Channels' for receiving allegations of sexual misconduct from its beneficiaries and staff.

Reporting Sexual Misconduct / Sexual Harassment or Abuse of IHHN staff by Their Colleagues / Supervisors / Other Associated Persons: Adamant Channels for receiving SEA allegations form (IHHN/ALL/HRD/SEA/F030/V01) (Annexure AH) beneficiaries against aid workers:

Sr. No.	Reporting Channel	Contact	Remarks
1	Postal Address	Plot 32, Street 36, First Floor, I&T Centre, G-10/4 Islamabad	Safeguarding officer
2	Mobile No/WhatsApp No.	0333-1180794	Safeguarding officer
3	PSEA Focal Person	Senior Manager	Head office
4	Complaint Boxes	All IHHN District Offices	Site In charge
5	Email Address	pseah@tih.org.pk	PSEA Focal person and safeguarding officer

Channels for receiving sexual misconduct allegations from staff against staff/others:

Sr. No.	Reporting Channel	Contact	Custodian/Incharge/Authorized
1	Postal Address	Plot 32, Street 36, First Floor, I&T Centre, G-10/4 Islamabad	Safeguarding officer
2	WhatsApp No.	0333-1180794	Safeguarding officer
3	PSEA Focal Person	Senior Manager	Head office
4	Harassment Committee	Nominated by Chairperson	Chairperson
5	Complaint Boxes	All IHHN district offices	Site In charge
6	Email Address	pseah@tih.org.pk	PSEA Focal person and safeguarding officer

#### **V.OTHER REPORTING CHANNELS / GBV HELPLINES**

In addition to IHHN Reporting Channels as mentioned above; IHHN will also share the contacts of other relevant /accessible GBV Services / GBV Helplines which IHHN program beneficiaries and staff can access for redressal of their grievances of sexual misconduct. Purpose of sharing additional helplines is to ensure that both the victims and accused have freedom to choose the appropriate channel for reporting the grievance / dissatisfaction which best suites their situation and needs. These include the following:

Sr. No.	Type of Service	Managed/Owned By	Contact No. & Email
1	Ombudsperson Secretariat for Protection against Harassment of Women at Workplace	Federal Ombudsperson	Ph.: (051) 92 64 444 Email: info@fospah.gov.pk Online: https://fospah.gov.pk
2	Bolo Helpline	Social Welfare Directorate KPK	0800-22227
3	Women Development Department (WDD) Sindh Help line	WDD Sindh	1094
4	PCSW-Punjab	Punjab Government	1043
5	Baluchistan Women Helpline	Baluchistan Government	1089

#### VI. INVESTIGATION PROCESS

IHHN will build in house capacity of staff regarding investigation of SEA cases. However, IHHN will outsource or will seek assistance from UN agencies. Upon the receipt of a complaint, the organization is committed to taking prompt action by initiating a comprehensive investigation. This process will be conducted with utmost impartiality, involving qualified personnel specifically trained in handling cases related to Sexual

Exploitation, Abuse and Harassment (SEAH). Recognizing the sensitivity of such matters, updates on the investigation's progress will be communicated to the complainant, while ensuring the strict preservation of confidentiality.

To fortify the organization's commitment to a safe reporting environment, protective measures will be in place to guard against any form of retaliation. This includes a dedicated **Whistle-blower Protection Program**, assuring the well-being and security of those who courageously come forward to report concerns.

In the event that a complaint is substantiated, the organization will take appropriate disciplinary measures against the responsible party. Concurrently, provision of comprehensive Support and Resources for Complainants will be ensured, including access to counselling and medical services, underscoring our commitment to their well-being.

IHHN has developed a meticulous **Record-Keeping System** to confidentially document complaints and their resolutions. This record not only serves to track trends but also inform preventive measures, reinforcing our dedication to continuous improvement and learning.

In cases where reporting to relevant authorities is mandated by law, the organization will comply accordingly, reinforcing our commitment to legal and ethical standards.

The formal inquiry/investigation procedure shall have the following IHHNs involved:

#### i. The Safeguarding Committee after the receipt of a written complaint, shall:

- a. within 03 days communicate in writing the charges and statement of allegations to the accused;
- b. require the accused, within 07 days from the day the charge is communicated to him/her, to submit a written defense and on his/her failure to do so, without reasonable cause, the Committee may proceed ex-parte;
- c. enquire into the charge and may examine such oral or documentary evidence in support of the charge or defense of the accused as the Committee may consider appropriate
- ii. As part of the inquiry procedure, the Safeguarding Committee may:
  - a. call and/or interrogate any person in relation to the complaint;
  - b. require the production of any evidence;
  - c. record evidence;
  - d. get the complainant or the accused medically examined by an authorized doctor, if necessary.
- iii. The statements and other evidences acquired in the inquiry process shall be considered as confidential. The Safeguarding Committee can instruct to treat the whole proceedings confidentially, if necessary.
- iv. The Complainant shall have the right to be accompanied by a family member or any other person when required to appear before the Safeguarding Committee;
- v. The Safeguarding Committee shall ensure that the accused does not create a hostile environment for the complainant and/or witnesses, if any, so as to pressurize him/her from freely pursuing his/her complaint;
- vi. The Safeguarding Committee shall, within thirty (30) days of the initiation of inquiry, submit its findings and recommendations, along with reasons thereof, in writing to the CEO IHHN.
- vii. If the Safeguarding Committee finds the accused to be guilty, it may, depending on the gravity of offence, recommend imposition of one or more penalties, including but not limited to:
  - a. Reprimand;
  - b. Stoppage of increment or withholding of promotion for a specified period;
  - c. Recovery from pay of the whole or part of any pecuniary loss caused to the beneficiary and/or IHHN by the employee;
  - d. Reduction to a lower stage of pay in his/her band, or to a lower band or post; and
  - e. Termination of service without severance pay and other benefits.

CEO IHHN shall make the final decision on the complaint in light of findings and recommendations of the Safeguarding Committee. The final decision shall be made and implemented within seven (07) days of the receipt of recommendations from the Safeguarding Committee.

#### VII. FOLLOW UP WITH THE COMPLAINANT

After the final decision is implemented, the Designated Safeguarding Officer shall, within one month of the implementation of the final decision, follow up with Complainant for any retaliation by the accused.

In case retaliation is reported by the complainant, the Designated Safeguarding Officer shall communicate the matter to the IHHN Safeguarding Committee.

The IHHN Safeguarding Committee shall take appropriate steps to address the matter. This may include recommendation to revise the previous decision.

In case of a satisfactory follow up, the case shall be officially closed.

# VIII. MALA FIDE ACCUSATION

The IHHN Safeguarding Committee may recommend appropriate actions against the complainant if allegations leveled against the accused are found to be false and made with mala fide intentions.

#### 16. SAFE RECRUITMENT

IHHN places paramount importance on implementing PSEAH-sensitive human resources practices throughout the recruitment, contracting, and performance management processes. This commitment is evident from the initial stages,

- IHHN has developed job announcements which explicitly conveys the organization's zerotolerance policy regarding SEAH.
- During recruitment interviews, our panels diligently inquire about ethics and PSEAHrelated matters, reinforcing our dedication to selecting individuals with a strong commitment to these principles.
- Referral check regarding PSEAH
- IHHN has incorporated a PSEAH clause in all the employment contracts
- Signing of PSEAH Code of conduct
- \* For further details please refer Recruitment policy.

**IHHN** has Designated PSEA focal points with assigned specific terms of reference, delineating their roles and responsibilities within the organization's broader commitment in preventing and addressing SEAH. PSEAH focal persons are responsible for provision of facilitation in reporting and confidentiality of SEAH cases. Aligning human resources processes with the SEAH policy ensures a seamless integration of reporting and response mechanisms for SEAH allegations, reinforcing the accountability framework.

#### 17. PREVENTIVE MEASURES

In our steadfast commitment to fostering a safe and secure environment, IHHN has developed a comprehensive set of preventive measures aimed at addressing Sexual Exploitation, Abuse and Harassment (SEAH).

#### 18. PSEAH ORIENTATION SESSIONS

IHHN has a regular PSEAH orientation session for all the new hiring and refresher session for the existing staff. Ongoing training programs serve as a pivotal component, not only to raise awareness of the Complaint Mechanism but also to educate our personnel on the intricacies of our PSEAH policies. This ensures that all members of the Network, including staff, volunteers, and partners, are well-versed in the principles and procedures outlined in our PSEAH policy.

These training initiatives are designed to empower individuals with the knowledge and tools necessary to prevent, identify, and respond to instances of sexual abuse and exploitation effectively. By instilling a shared understanding of our policies and procedures, we cultivate a collective commitment to upholding the highest standards of ethical conduct within our organization.

Furthermore, our preventive measures extend beyond training programs. Regular risk assessments are conducted to proactively identify and address potential vulnerabilities by the UN and other organizations, allowing us to tailor our approach to the evolving dynamics of our operational environment. IHHN plans to conduct a consultative session with the community and stake holders in new areas as per need and requirement. This iterative process ensures that our preventive measures remain adaptive and responsive to emerging challenges. Incorporating these preventive measures into our organizational fabric, Indus Hospital & Health Network endeavors to create an environment where individuals are not only aware of the mechanisms in place for preventing sexual abuse and exploitation but are also equipped with the knowledge and resources to actively

contribute to the preservation of a safe and secure workplace.

#### 19. COMMUNITY AWARENESS REGARDING PSEAH

IHHN has developed IEC material for dissemination of IHHN PSEAH complaint mechanism and reporting guidelines for displaying at IHHN health facilities and offices. In addition, contact details of the PSEAH Focal persons would be available for facilitation.

IHHN ensures safety of women and accompanied minors at health facilities, during trainings, community sessions and other events.

Moreover, IHHN extends its commitment beyond its immediate workforce. The organization has incorporated a standard clause in all contracts and partnership agreements with suppliers, contractors, subcontractors, and sub-partners, mandating a zero-tolerance policy on SEAH. In cases where collaborators lack appropriate policies and measures, IHHN will hold a brief orientation session, the organization will proactively support them in developing and implementing relevant policies. Importantly, the failure of these entities or individuals to take preventive measures, investigate allegations, or address SEAH will constitute grounds for the termination of any cooperative arrangement, underscoring our unwavering commitment to a safe and ethical working environment

#### 20. ASSISTANCE TO SEA SURVIVORS

IHHN shall provide appropriate assistance to SEA survivors perpetrated by its employees, by referring them to relevant service providers (medical, psychosocial, legal, shelter etc.), subject to the consent of the survivor. IHHN will coordinate with the stake holders for mapping of relevant services, focal persons and their contact details will then be displayed at the IHHN offices for the staff and beneficiaries. In this regard, IHHN has developed a SEA Referral Form for referral to the relevant services.

#### 21. REVIEW AND REVISION

IHHN will review the policy on annual basis. Policy reviews will be conducted to guarantee the ongoing relevance and effectiveness of our preventive framework and policy implementation. This commitment to regular evaluation and refinement reflects our dedication to staying abreast of best practices and industry standards in preventing SEAH. The organization acknowledges that a dynamic and responsive approach is essential to maintaining a culture of respect, dignity, and accountability.

- Recommendations made by the Beneficiaries Safeguarding Committee
- Final decision on the Complaint
- Date of implementation of the final decision
- Date(s) of follow up with the Complainant to check for any retaliation
- Summary of follow up
- Date of case closure