



JESUIT REFUGEE SERVICES

INVITATION TO BID

Ref #: S07-M039-2021: PROVISION OF VEHICLE RENTAL SERVICES

SCHEDULE OF ITB ACTIVITIES:	
Issue ITB	12 th February, 2021
Questions from Supplier due date	23 rd February, 2021
Deadline for reply	24 th February, 2021
Deadline for submitting the bid to JRS	25 th February, 2021
Evaluation of ITB	26 th Feb – 5 th March, 2021
References and Due Diligence	8 th – 10 th March, 2021
Award of Contracts and Review	12 th March, 2021
Contract start	15 th March, 2021



INVITATION TO BID NOTICE

REF: S07-M039-2021: PROVISION OF VEHICLE RENTAL SERVICES

Jesuit Refugee Service is a Catholic Church-based international humanitarian organization, with a Mission to accompany, serve, and advocate for the rights of refugees and forcibly displaced persons. JRS has a priority to work wherever the needs of refugees and internally displaced people are urgent and unattended to.

In Maban and Yambio, JRS offers a wide range of rehabilitation and relief services most of which focus on Protection and mixed solutions for IDPs, Returnees and Host communities. JRS provides education scholarships and sanitary kits to girls and young women attending school on top of the teacher training scholarships for those wishing to attain their diplomas and degrees.

Through the community and school-based peace building initiatives, JRS utilizes mediation mechanisms and workshops to encourage and foster reconciliation as a means of moving away from violence.

Now, JRS South Sudan is seeking to enlist the services of a Vehicle Rental Company to provide Rental Services for the year 2021 - 2022. The intent of this Invitation to Bid is to secure competitive Technical and Financial Offers for the selection of a firm for JRS Program in South Sudan, to provide the services listed below starting 2019 to 2022:

Category Reference	Category Description
<u>S07-M039-2021</u>	<u>PROVISION OF VEHICLE RENTAL SERVICES MABAN</u>

Interested and suitably qualified Service providers can access the bidding documents at: <https://comms.southsudanngoforum.org/latest> . The Bid Submission Period shall commence on **12th February and end on 25th February 2021**. The Deadline for Submission shall be on the **15th of February 2021 at 17:00 HRS CAT**.

Bidders shall submit sealed offers addressed to:

**Procurement & Tender Committee
JRS Maban, JRS Compound, Bunj Town; South Sudan**

OR

**Procurement & Tender Committee
JRS Country Office; Tong Ping, Juba South Sudan.**

Late submission will not be accepted.

Noelle Fitzpatrick
Country Director, JRS South Sudan

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1. INTRODUCTION

1.1. The Jesuit Refugee Services

Jesuit Refugee Service is a Catholic Church-based international humanitarian organization, with a Mission to accompany, serve, and advocate for the rights of refugees and forcibly displaced persons. JRS has a priority to work wherever the needs of refugees and internally displaced people are urgent and unattended to.

In Maban and Yambio, JRS offers a wide range of rehabilitation and relief services most of which focus on Protection and mixed solutions for IDPs, Returnees and Host communities. JRS provides education scholarships and sanitary kits to girls and young women attending school on top of the teacher training scholarships for those wishing to attain their diplomas and degrees.

Through the community and school-based peace building initiatives, JRS utilizes mediation mechanisms and workshops to encourage and foster reconciliation as a means of moving away from violence.

With funding from UNHCR, BPRM, Tdh/BMZ, Xavier Network, JRS USA, Kosti, Solidarity, Spanish Jesuit Mission Office and Interculturas, JRS has been working in South Sudan since 1997, providing these essential services.

1.2. The Purpose of this Invitation to Bid (ITB)

Through this Invitation to Bid (ITB), JRS seeks to secure competitive Bids for the selection of a reputable Company to provide Vehicle Rental Services in Maban. Eligible and technically qualified companies competent to provide the Rental Services are invited to submit their bids.

Category Reference	Category Description
REF: <u>S07-M039-2021</u>	PROVISION OF VEHICLE RENTAL SERVICES MABAN

The winning bidder(s) will enter a fixed term contract for a period of One year from 2021 to 2022. Bidders shall be domiciled and must have complied with all Government legal Regulations to operate in South Sudan and regular taxpayers. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices in South Sudan or any other country of operation.

1.3. Cost of Bidding

The Bidder shall be responsible for all costs associated with the preparation and submission of their bids, and JRS, “the Contracting Authority”, will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. THE BIDDING DOCUMENTS:

2.1. The Bidding Documents

The Bidder shall inspect all documents and information, forms, terms, and conditions in this ITB. Failure to furnish all information and address all areas of the bidding documents will be considered as substantially unresponsive and may lead to rejection of the bid in its entirety.

The Bidding documents comprise of the following documents:

- Bid Notice (Part of this document)
- The Invitation to Bid document, ITB (this document)
- JRS Conflict of Interest and Code of Conduct.

Clarification of Bidding Documents

Any prospective Bidder wishing to seek for further clarification on the bidding documents may notify JRS through the email address: southsudan.logistics@jrs.net. The request for clarification must reach JRS not later than **23rd February 2021**. JRS will respond by e-mail providing clarification by the **24th February 2021**. Response to such communication shall be shared with other bidders with explanation of the query without identifying the source.

3. PREPARATION OF BIDS:

3.1. Language of the Bid

The bid and all accompanying correspondence between the bidders and JRS shall be written in English language only. Any printed literature furnished by the bidder and written in another language must be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall prevail. Any translations must be performed by a licensed translator as recognized and notarized by the Courts of South Sudan.

3.2. Documents Comprising the Bid

The submitted bid must include the following information. Failure to supply all requested information or comply with the specified formats may disqualify the bidder from consideration.

- *Cover letter explaining interest to provide the Vehicle Rental Services*
- *Technical proposal detailing the Firm Profile (5 pages maximum) with a brief description of the firm's organization and an outline of recent experience with INGOs in Maban on Vehicle Rentals. The outline should indicate inter alia, the profiles of the Key Staff proposed to manage the ensuing Contract.*
- *A Financial Proposal detailing the Prices for Rental Services, Valid for a period of one (1) Year.*
- *Certificate of Incorporation and or Registration in South Sudan.*
- *Certificate of Business Trading License in any Town in South Sudan.*
- *PIN Registration Certificates*
- *Tax Compliance Certificate/ Evidence of payment of tax to any relevant authority within South Sudan.*
- *Bank details and 3-Months Financial Statements from a reputable Bank in South Sudan*
- *Three Reference Letters and record of any previous relevant work with INGOs or UN Agencies*
- *JRS Conflict of Interest and Code of Conduct completed, stamped, signed and submitted.*
- *Any other document the bidder might feel will increase chances of award.*

3.3. Bid Prices & Price Changes

For the purpose of selecting the company, the Bidder shall clearly indicate the Rate per Day of the Rental Services. The Bidder must sign and officially stamp the price schedule on the Bill of Quantities.

During the validity period of the ensuing Contract, any Rate changes must be expressed in writing to JRS 15 days before implementing such change. JRS will also respond to the request in writing within 15 days. Once the changes have been agreed upon, an addendum will be signed to form part of the original contract.

3.4. Bid Currencies

All rates and amounts entered in the Bid Form and Price Schedule and used in any documents, correspondence or operations pertaining to this tender shall be expressed in **United States Dollar (USD)**.

3.5. Document Establishing Eligibility and Conformity to Bidding Documents

Pursuant to *Clause 3*, the bidder shall furnish, as part of their bid, documents establishing the eligibility and conformity to the Bidding Documents.

The Documentary evidence of the Services' conformity to the Bidding Documents may be in the form of technical specifications, literature, drawings, data (tables, graphs etc.).

3.6. Bid Security

For the Purpose of this ITB process, Bid Security or Bond shall not be applicable.

3.7. Period of Validity of Bids

Given the length of the contract, its JRS wish that the Bids remain valid for a Period of Ninety (90) days after submission. The Quoted Price must then remain unchanged for the full duration of the ensuing contract.

3.8. Format and Signing

The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

The bidder shall include a cover letter in their Financial proposal. The content of the cover letter shall include the following information:

- A table containing bid offer: item description.
- Outline or specification of the Services offered/to be offered.
- Delivery time to avail the said number of Motor vehicles.

4. SUBMISSION OF BIDS

4.1. Submission and Marking of Bids:

Prospective Contractors must submit their sealed bids addressed to:

**The procurement & Tender Committee
Jesuit Refugee Services
Tong Ping, Near Indian embassy
Juba, South Sudan**

Or

The procurement & Tender Committee

**Jesuit Refugee Services
JRS Compound, Bunj Town, Maban
South Sudan**

And delivered on the deadline date of **25th February 2021 at 1700hrs EAT**

Bids submitted after the deadline will not be accepted.

Bidders must sign the bid register form at the reception of the office indicating their company name, telephone number, and date of submission.

4.2. Format

The Bidder's offer shall comprise of all the documents requested by JRS, price and cost Schedules and any other supporting documents in a sealed envelope. Please, indicate the **reference #** as indicated above.

4.3. Modification and Withdrawal of Bids

No modification of the bid shall be allowed after submission and deadline date.

5. BID OPENING AND EVALUATION

5.1. Preliminary Examination

JRS will examine the bids to determine whether they are complete, whether any computational errors have been made, required licenses have been furnished and that requisite documents have been properly signed and whether bids are generally in order:

ADMINISTRATIVE REQUIREMENT	YES	NO
APART FROM THE NORMAL PROCESS, CONTRACTORS WILL SHOW EVIDENCE OF HAVING PPEs FOR PREVENTION AGAINST COVID-19 FOR THEIR STAFF WORKING IN THE PROJECT		
1. Profile of the Contractor or company with a table showing recent relevant construction experience		
2. Certificate of Business registration – preferable over 2 years in business		
3. Construction License for 2020-2021 for this category of Services		
4. Tax Clearance with any recognized regional or national authority		
5. Evidence for Current Tax Submission and deductions		
6. 3 Months Bank Statements and details in the name of the Contractor company		
7. Profile of Supervising Manager (Account Manager)		
8. Detailed Pricing Matrix with rates per day, any discounts, and reductions.		
9. Delivery Lead Time upon award for availing the requested vehicles to JRS		
10. Financial Bid		
PROCEEDS TO THE NEXT EVALUATION (YES/NO)		

5.2. Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per *section 5 above* will be considered for the evaluation process with the below scoring criteria:

EVALUATION CRITERIA		
Tech Eval:	Description	Score (%)
Capacity and Structure of the bidding Company	The Capacity of the Contractor: <ol style="list-style-type: none"> 1. General Organization structure and or profile of the Bidding Company and the owners (10%) 2. A table showing recent and previous assignments and services (10%) 3. The Capacity in terms of the Number of Employees in the company to administer the contract (10%). 4. Number of Years (minimum 2) experience of the company in the sector or similar Services (10%) 5. Suitable equipment (preferably including own vehicles, Tool Kits, Garages (10%). 6. Detailed Pricing Matrix with respective services aligned to this ITB (10%) 7. Financial Capacity: Amount of Turnover of the Company from the Bank Statements (10%) 	70%
Delivery Terms	Delivery Lead Time for Requested Vehicles: <ol style="list-style-type: none"> 8. Offered Delivery Lead Time as compared to other bidders (20%). <i>(Score on Lead Time = (Shortest Lead Time Offered/Bidder Lead Time) *20%)</i> 	20%
References, Letters, Copies of Contracts	This refers to the bidder providing: <ol style="list-style-type: none"> 9. Any documents, letters, contract copies, purchase orders or relevant information demonstrating past experience and capacity to deliver (10%). 	10%
	TECHNICAL EVALUATION SCORE OUT OF 100%	100%
Financial Proposal	FINANCIAL PROPOSAL SCORE. SCORE= (LOWEST BID OFFER PRICE/OFFERED BID PRICE) *100%	100%
TECHNICAL EVALUATION (60 Points) + FINANCIAL (40 Points)	<u>WEIGHTED SCORES:</u> TECHNICAL EVALUATION=[SCORE/100] *60 POINTS] FINANCIAL EVALUATION SCORE= (LOWEST BID PRICE/OFFERED BID PRICE) *40 Points	60 Points + 40 Points
	TOTAL WEIGHT (TECHNICAL EVALUATION + FINANCIAL EVALUATION)	100 Points

5.3. Contacting JRS

Subject to this *Clause 5*, no Bidder shall contact JRS on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded or selected authorized supplier or vendor is announced.

5.4. Notification of Award

JRS will notify successful and unsuccessful bidders in writing about bid acceptance/unacceptance. For Successful bidders, JRS will share draft Contract for review before signature of the final contract. At this time, JRS may choose to negotiate with the selected bidder to finalize the offer.

6. CONTRACTING

6.1. Contract award and notification

JRS will award and notify the Firm whose Bid has been determined to be substantially responsive and considering rates, price, and performance factors.

6.2. Evaluation

JRS, where applicable, will have the right to assess and evaluate the Firm's Services and this will be done by key staff.

Should the Services not conform to the generally accepted building standards expected, JRS may discontinue the Services without extension of time except at JRS's sole discretion. Upon discontinuation, the firm shall refund JRS prorated amounts up to and including the last day of notice.

6.3. Commissions, Rates, Price Schedules, and Location

Bidders interested in the Vehicle Rental Services, should provide the information requested above and, in the *Annexes*, below.

Disclaimer

JRS reserves the right to alter the dates of the timetable.

JRS does not bind itself to accept the lowest or any Bid thereof.

ANNEXE I: INVITATION TO BID - VEHICLE RENTAL SERVICES

Item No.	Description	Summary of the Requested Services	Qty	Daily Rental Charge (USD)/Day)	Monthly Rental charge 9USD/Month)	Total Rental Charge for 12 Months
1.	TOYOTA LAND CRUISER), 5 DOORS, SEATING CAPACITY UP TO 8 PASSENGERS	As Per Annex II below	1			
	Total Rental Charge per month without Driver(A)					
	*Cost per day (B)					
	TAX 3%					
	TOTAL WITH TAX (A+B+C)					
	Note: Fill in or provide response to the attached Scope of Service. You may complete in the format provided or on your own company letter head.					

Required Delivery Date: 15th March 2021.

Offered Delivery Date: _____

Required Delivery Destination: JRS Compound, Bunj, Maban, South Sudan

Offered Delivery Destination: _____

This Bid is valid for: 1 Year (12 Months)

1. Yes 2. No

Currency of Bid:

US Dollars

Vehicles are available to be presented to JRS for Inspection.

1. Yes 2. No

Do the above come with special warranties/guarantees?

1. Yes 2. No

Prices can be fixed for a period of One (1) year or 12 months or more?

1. Yes 2. No

Does your company have written protocol or operating procedures?

1. Yes 2. No

ANNEXE II: SCOPE OF SERVICES

Objective:

The objective of these Scope of Services is to contract a firm to provide vehicle rental services to JRS South Sudan for a period of One (1) year from date of signature of contract, in Bunj, Maban.

Vehicle Requirements, Location and Terms

It is the wish of JRS that vehicles to be enlisted in the performance of the ensuing contract comply to the following:

- Have legal Vehicle registration documents with prove of ownership of lease.
- Have Comprehensive insurance cover including passenger injuries and death.
- Any brochures with vehicle Technical Specifications as may apply.

Drivers (Mandatory Requirements)

- Drivers must hold valid driving license appropriate for the type of vehicle assigned/to be assigned.
- Must hold the minimum criteria of 3 years' driving experience in South Sudan, specifically in Bunj and Maban as a whole.
- Must have knowledge of the geographic locations in Bunj and the whole of Maban.
- Must have a clean criminal background record.
- Must be fluent in English and Arabic in addition to any other local language.
- Experience with other NGO's, INGO's and UN Agencies is an added advantage.

Negligence and Penalties

- Penalties arising from over speeding, non-respect of traffic stops, improper parking and due to the driver's negligence, shall be at the firm's responsibility and not JRS's.
- Frequent cases of Negligence and Penalties will lead to contract termination.

Substance Misuse

- Consumption of alcohol and the use of narcotics or any other substances that may impair the driver's ability will to lead to contract termination.

Vehicle Selection Criteria

- Vehicles must be owned by a company or individuals' owner. No middlemen shall be tolerated.
- Drivers must have driving authority for the specific vehicle category validated by the legal authorities.
- Vehicles must be 2013 model or newer.
- Value/cost to include driver, maintenance, fuel and a replacement vehicle as required in the event of breakdowns, road traffic accident or routine maintenance.

Mandatory Documentation Required

- Full quotation of services to be offered.
- Valid driving license.
- Valid legal vehicle registration documents.
- Valid Genuine insurance Cover Certificate for each vehicle presented for service.
- Brief qualifications summary of the driver and Account Manager.
- Valid eye/vision test certificates for the drivers.
- Valid criminal background checks.
- List of Contents in the Vehicle First aid Kits.
- List of Contents in the Vehicle Took Kit.

ANNEXE III: SCOPE OF SERVICES

#	Vehicle Type	Requested Specifications	Vehicle Rental cost per Month (USD)
1	TOYOTA LAND CRUISER), 5 DOORS, SEATING CAPACITY UP TO 8 PASSENGERS	Fuel: Diesel	
		Fuel consumption: 12-16.5L/100km	
		Engine capacity: from 3600 to 4200 cc	
		Gearbox type: Manual	
		Transmission type: 4x4	
		Safety: Seatbelts for Driver and all passengers	
		Safety: Air bags for driver and driver's passenger	
		Air conditioning: Yes	
		Power steering	
		ABS	
		Colour: white preferred, if not please specify	
		Year of manufacture: 2013 or newer	
		Mileage : Not to exceed 60,000 Kilometres on odometer.	
2	Other Fixtures, Tools and Accessories	Warning triangle	
		Spare tire with 5mm tread depth minimum	
		Emergency seat belt cutter	
		Tire repair equipment	
		Emergency escape window break/smash hammer	
		Tire pressure gauge	
		First aid kit (provide content of first aid kit)	
		High visibility vests x 2	
		Vehicle tow row/strap	
		Spare radiator coolant	
		Flashlight (torch) and spare batteries	
		Handheld portable fire extinguisher (Dry Powder Fire Extinguisher)	
Spare engine oil			

ANNEX IV: GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THE PURCHASE ORDER

This Contract/Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the vehicle for rent in accordance with the terms of this contract, as herein specified. Acceptance of this contract shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this contract, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind JRS unless agreed to in writing by a duly authorized official of JRS.

2. PAYMENT

2.1 JRS shall, on fulfillment of the service Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Supplier's invoice for the service and copies of the invoice documents specified in this contract.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this contract, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by JRS, the Supplier shall submit monthly invoice in respect of this Contract, and such invoice must indicate the days the vehicle has worked.

2.4 The prices shown in this Contract may not be increased except by express written agreement of JRS.

3. TAX

3.1 Section 7 of the Convention on the Privileges and Immunities and NGOs are provides, inter alia, that the NGOs, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. The supplier is liable to pay 3% rental fee to the government

3.2 JRS will deduct from the Supplier's invoice 3% representing such taxes, charges and JRS as per law South Sudan.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the vehicle shall be governed in accordance with this terms and condition of this contract, unless otherwise agreed upon by the Parties on the front side of this contract.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF VEHICLE

The Supplier warrants that the vehicle, including repairing and maintaining conform to the specifications of the vehicle under this contract and are fit for the purposes for which such service are ordinarily used and for purposes expressly made known to the Supplier by JRS, and are free from defects in workmanship and mechanical condition. The Supplier also warrants that the vehicle are repaired or serviced adequately to carry out the activities.

7. INSPECTION

7.1 JRS shall have a reasonable time after delivery of the vehicle to inspect them and to reject and refuse acceptance of vehicle not conforming to this contract; payment for days pursuant to this contract shall not be deemed an acceptance of the service.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the vehicle rented by JRS under this contract does not infringe any patent, repair and maintenance. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold JRS or harmless from any actions or claims brought against JRS pertaining to the alleged infringement of a patent, damages, mechanical condition or maintaining arising in connection with the vehicle rented under this contract.

9. RIGHTS OF JRS

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this contract, including but not limited to failure to obtain necessary export licences, or to make repair or maintenance of all or part of the vehicle by the agreed in the contract, JRS may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Service or buy parts of the vehicle from other promptly, in which event JRS may not hold JRS activities, the supplier will be responsible and JRS will not pay.

9.2 Refuse to repair and maintain or purchase part of the vehicle

9.3 Cancel this contract without any liability for termination charges or any other liability of any kind of JRS.

10. LATE MAINTENANCE/REPAIR.

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to repair and service as stipulated in this contract, the Supplier shall (i) immediately consult with JRS to determine the most expeditious means of repair and maintenance and (ii) use an expedited means of services, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by JRS.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of JRS, assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Supplier's rights or obligations under this contract.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, JRS may, without prejudice to any other rights or remedies, immediately terminate this contract by giving the Supplier written notice of termination.

12. USE OF JESUIT REFUGEE SERVICE (JRS) NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of JRS for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to JRS without specific permission of JRS in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle JRS to terminate this contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle JRS to terminate this contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of JRS.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the JRS, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and

that any breach of this representation and warranty shall entitle JRS to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 JRS shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of JRS or the individual has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of JRS, only the JRS Authorized Official possess the authority to agree on behalf of JRS to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against JRS unless provided by an amendment to this Agreement signed by the Contractor and jointly by the JRS Authorized Official.