



JESUIT REFUGEE SERVICES

INVITATION TO BID

Ref #: SDS01/J033/2020: PROVISION OF MEDICAL INSURANCE SERVICES

SCHEDULE OF ITB ACTIVITIES:

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Issue ITB	<i>3rd December, 2020</i>
Questions from Supplier due date	<i>21st December, 2020</i>
Deadline for reply	<i>23rd December, 2020</i>
Deadline for submitting the bid to JRS	<i>4th January, 2021</i>
Opening & Evaluation of ITB	<i>13th to 15th January, 2021</i>
References and Due Diligence	<i>18th January, 2021</i>
Award of Contracts and Review	<i>21st January, 2021</i>
Contract start	<i>1st February, 2021</i>

Table of Content

1. INTRODUCTION1

1.1. THE JESUIT REFUGEE SERVICES.....1

1.2. THE PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)1

1.3. COST OF BIDDING1

2. THE BIDDING DOCUMENTS:.....1

2.1. THE BIDDING DOCUMENTS1

3. PREPARATION OF BIDS:2

3.1. LANGUAGE OF BID2

3.2. DOCUMENTS COMPRISING THE BID2

3.3. BID PRICES & PRICE CHANGES3

3.4. BID CURRENCIES3

3.5. DOCUMENT ESTABLISHING SERVICES ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS3

3.6. BID SECURITY3

3.7. PERIOD OF VALIDITY OF BIDS3

3.8. FORMAT AND SIGNING3

4. SUBMISSION OF BIDS4

4.1. SUBMISSION AND MARKING OF BIDS:4

4.2. FORMAT.....4

4.3. MODIFICATION AND WITHDRAWAL OF BIDS4

5. BID OPENING AND EVALUATION4

5.1. PRELIMINARY EXAMINATION.....4

5.2. EVALUATION AND COMPARISON OF BIDS4

5.3. CONTACTING JRS.....6

5.4. NOTIFICATION OF AWARD6

6. CONTRACTING6

6.1. CONTRACT AWARD AND NOTIFICATION6

6.2. EVALUATION6

6.3. COMMISSIONS, RATES, PRICE SCHEDULES, AND LOCATION6

DISCLAIMER6

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 Yambio and Maban, 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 essential services in Yambio and Maban.

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

Through this Invitation to Bid (ITB), JRS seeks to secure competitive offers for the selection of a medical insurance service provider for its staff in South Sudan. Eligible and technically qualified companies competent to provide the services are invited to submit their bids.

Category Reference	Category Description
REF: SDS-J032-20	PROVISION OF STAFF MEDICAL INSURANCE SERVICES

The successful bidder will enter into a fixed term contract of One (1) year. 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
- Supplier Questionnaire – to be filled online

- *Schedule of Services*
- *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 **21st December 2020**. JRS will respond by e-mail providing clarification by the **23rd of December 2020**. Response 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 Staff Medical Insurance Services in South Sudan.*
- *Technical proposal detailing the Firm Profile (5 pages maximum) with a brief description of the firm's organization and an outline of recent experience on similar services. The outline should indicate inter alia, the profiles of the Key Staff proposed, work plan and duration of previous engagements, contract amount and firm's involvement.*
- *A Financial Proposal detailing the costs of carrying out the assignment, remunerations and reimbursables.*
- *Certificate of Incorporation and or Registration in South Sudan/East Africa.*
- *Certificate of Business Trading License in any Town in South Sudan.*
- *Certificate from the Association of Insurance Brokers*
- *Certified copy of the current IRA (Insurance Regulatory Authority) registration license for year 2020*
- *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*
- *A Bid detailing the Commissions payable and provisional Exchange Rates from the Central Bank of South Sudan.*
- *Supplier Information form (to be Filled online)*
- *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 a Service Provider, the Bidder shall clearly indicate the unit price of the services they will provide. All unit prices shall be clearly indicated in the space provided in the price schedule. The Bidder must sign and officially stamp the price schedule.

During the validity period of the ensuring Contract, any price changes due to market conditions, the provider can express the change in writing to JRS One (1) month before implementing the 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 Services 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 of all services to be offered under the ensuing contract.

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.), and shall furnish:

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 minimum period of Two (2) Months after submission.

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
- A detailed specification of the services to be offered
- Delivery time upon issuance of instructions for services.
- Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 2 Months).

4. SUBMISSION OF BIDS

4.1. Submission and Marking of Bids:

Bidders shall submit sealed bids addressed to:

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

Before **4th of January 2020 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.

5.2. Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per *section 7 above* will be considered for the evaluation process with the below scoring criteria:

TECHNICAL EVALUATION CRITERIA		
Tech Eval:	Description	Score (%)
Organization & Capacity of the Insurance Company/	<ol style="list-style-type: none"> General Organization & governance structure and or profile of the Medical Insurance Company, brokers, and the owners [15%] Number of Years (minimum 3) experience of the company in the Medical Insurance sector or similar Services [05%] 	

Broker	<p>3. Ability to enlist wide range of service providers in Maban, Yambio & Juba as well as in the Region. (Please provide the list) [05%]</p> <p>4. Detailed workplan on roll out of the Medical Scheme [05%]</p> <p>5. Financial Capacity: Amount of Turnover of the Company from the Bank Statements [5%]</p>	35%
Staff capacity	<p>6. The Capacity in terms of the Experience and Qualifications of Key staff assigned to the management and delivery of the medical scheme (Account Manager, Case Manager & Customer Service) [10%]</p>	10%
Scope of the cover	<p>7. The depth of the Insurance cover as stated in the schedule of requirements, consideration will be given to superior package with greater concessions [05%].</p> <p>8. Suitability of the proposed scheme, extensiveness, flexibility, and convenience [05%].</p> <p>9. List of medical Service providers, Affiliated hospitals, Auxiliary services to support scheme, Support service such as 24 hrs call Centre [05%].</p>	15%
Network Coverage	<p>10. Extensive and Comprehensive Network of Service Providers (Hospitals and Doctors network) within South Sudan, and East Africa. Please provide a List of ten top (10) clients with respective premiums [10%].</p>	10%
Experience	<p>11. Bidder's ability to demonstrate relevant experience and technical knowledge of the services required, experience working with other INGOs and corporate sector [05%].</p>	05%
Case Management	<p>12. A detailed description on how the cover is going to be administered: delivery approach, methodology, work plan and quality of service provisions [5%].</p> <p>13. Quality of technological enhancement in place e.g. Mobile, web-based applications, Biometric systems in delivering service will be highly considered [10%].</p> <p>14. Claim reimbursement processes and percentage [05%].</p>	20%
References Letters, evidence of previous works	<p>15. This refers to the bidder providing: Any documents, letters, contracts, purchase orders or relevant information demonstrating experience and capacity to deliver Medical Insurance package in South Sudan [05%]</p>	05%
	TECHNICAL EVALUATION SCORE OUT OF 100%	
Financial Proposal	FINANCIAL PROPOSAL SCORE OUT OF 100%.	100%
TECHNICAL EVALUATION (60 Points) +	<u>WEIGHTED SCORES:</u> TECHNICAL EVALUATION=[SCORE/100] *60 POINTS]	60 Points

FINANCIAL (40 Points)	FINANCIAL EVALUATION SCORE= (LOWEST BID PRICE/OFFERED BID PRICE) *40 Points	+ 40 Points
	TOTAL WEIGHT (TECHNICAL EVALUATION + FINANCIAL EVALUATION)	100 Points

5.3. Contacting JRS

Subject to *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 the Contract to the Bidder whose offer 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 provider’s service and this will be done by key staff using the services.

Should the services not conform to the Service Level required and expected, JRS may discontinue the service without extension of time except at JRS’s sole discretion. Upon discontinuation, the Service Provider 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 provision of Staff Medical Insurance Scheme/cover, should provide the information requested above and, in the *Annexes*, below.

Bidders must provide their list of Medical Insurance benefits and limitations for the Contract.

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: PRICE SCHEDULES AND LOCATIONS

Vendors interested in the provision of Services to JRS South Sudan.

List of Services for Medical Insurance Cover:

Cost structure Option 1					
	Description of Preferred medical cover Option	Unit of Measure	Unit Rate	Total Extended Price	Additional Notes If any
1	Inpatient services	Cost /Family			
2	Outpatient Benefit	Cost /Family			
3	Maternity	Cost /Family			
4	Dental	Cost / Staff			
5	Optical	Cost / Staff'			
	Total cost / Unit (Fully Insured)				
Cost Structure Option 2					
	Description of Preferred medical cover option	Unit of Measure	Unit Rate	Total Extended Price	Additional Notes If any
	Fully Insured				
6	Inpatient services	Cost /Family			
7	Outpatient Benefit	Cost /Family			
	Total cost / Unit (Fully Insured)				
	Self-Funded option.	Actual / (%)			
8	Maternity	Management fee			
9	Dental	Management fee			
10	Optical	Management fee			
	Total Management cost				



Jesuit Refugee Service Code of Conduct
June 2017

7. INTRODUCTION

JRS is an international Catholic agency that provides specialised support services to refugees and other forcibly displaced persons in over 50 countries around the world. Our mission, as stated in our Charter, is to accompany, serve and defend the rights of refugees and other forcibly displaced persons. This mission is built on a faith in God who is present in human history, even in its most tragic moments. All our work is inspired by this faith and by the following core values:

- **Compassion** that impels us to alleviate suffering, treating all with the same fairness and respect that we ourselves wish to be treated.
- **Hope** that provides refugees with both spiritual and practical support in their difficult period of displacement.
- **Dignity** that believes in the intrinsic value of every person regardless of race, gender, religion or politics.
- **Solidarity** that calls us to humble and respectful service to people of diverse cultures, nationalities and religions.
- **Hospitality** that inspires us to accompany and welcome the most vulnerable, giving priority to situations of great need where a more universal good may be achieved and to needs that others have not addressed.
- **Justice** that commits us to work with refugees to challenge systems that deny them their human rights.
- **Participation** that encourages co-responsibility, discernment and participative decision-making among our teams and with the forcibly displaced people we serve.

8. SCOPE

JRS recognizes that its team members are men and women of high integrity whose actions reflect the core values that underlie the Code of Conduct. It is, however, important for all who work for JRS to understand clearly that the highest standard of conduct is expected of them in order to ensure the protection of and care for the people with whom JRS works. This code applies to all those associated with JRS, including paid staff, volunteers, board members, and consultants.

9. CODE OF CONDUCT

A. Professional Behaviour

As a team member of JRS, I commit myself to:

1. Undertake my duties as a JRS team member conscientiously and in keeping with the organization's values and its mission to accompany, serve and defend the rights of refugees and other forcibly displaced persons.

2. Uphold and promote the highest standards of ethical and professional conduct in carrying out my assigned duties in the workplace and in my life outside the official work environment. Furthermore, I will endeavour to represent and further the values and mission of JRS to the best of my ability.
3. Avoid any public statement which may unnecessarily reflect poorly on the name and reputation of JRS.
4. Maintain the highest degree of confidentiality in professional matters.
5. Receive clear instructions and approval from the International or Regional Director or a designated JRS official before taking part in any communications or media task associated with my work for JRS.
6. Never use JRS communication equipment or premises (e.g., phones, computers, email, etc.) to transmit harassing, abusive, sexually explicit, racially or ethically offensive, or defamatory material.
7. Display at all times equal respect for all persons regardless of their race, gender, religion, colour, national or ethnic origin, language, sexual orientation, age, socioeconomic status, political conviction, or any other distinguishing features.
8. Help create and maintain a work environment which prevents sexual exploitation and abuse.
9. Facilitate open and honest communication within JRS.
10. Help create a healthy and positive working environment that allows and encourages all team members to work harmoniously even through challenging and stressful times.

B. Personal Behaviour

As a team member of JRS, I commit myself to:

1. Respect all local laws in the country where I am working and honour my private legal obligations.
2. Abide by the principles of Protection from Sexual Exploitation and Abuse in a Humanitarian Crisis, articulated by the Inter-Agency Standing Committee (IASC), which prohibit acts of sexual exploitation and abuse, and call for particular responsibility and care towards children and vulnerable adults. I understand that any proven case of exploitation and abuse, whether of a sexual or non-sexual nature, is grounds for immediate dismissal.
3. Follow the JRS Child Protection Policy Framework that prohibits sexual activity with children (persons under the age of 18) regardless of the age of majority or the age of consent locally. Mistaken belief in the age of a child does not serve as a defence for such behaviour.
4. Recognise that sexual relationships between JRS workers and the people they serve, regardless of age, are strongly discouraged since they may be based on inherently unequal power dynamics.
5. Report when concerns or suspicions regarding sexual abuse or exploitation by a fellow JRS worker arise, whether in a JRS environment or elsewhere.
6. Adhere to JRS's strict prohibition against possessing or being under the influence of illegal substances either within or outside the workplace environment. The same prohibition applies for being under the influence of alcohol in the workplace or while representing JRS.

7. Never bring offensive weapons to the workplace or carry them while conducting JRS work or representing JRS which is grounds for dismissal, unless approval is clearly stated in one's job description (e.g., guards).
8. Respect JRS position on prohibition of any threat or act of violence, physical or verbal, either within or outside the workplace environment. Any substantiated case, will result in disciplinary sanction.
9. Behave in a way that does not jeopardise my security or the safety of my team.
10. Ensure that my conduct neither reflects negatively on JRS nor impacts or undermines my or others' ability to undertake the role for which I am employed.

C. Conflict of Interest, Coercion and Corruption

Furthermore, I agree to:

1. Avoid activities outside the formal work setting (e.g., additional time-consuming employment or volunteer work) that would create a conflict of interest with my JRS duties and responsibilities or detract in any way from my JRS work assignments.
2. Not exchange money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, which are prohibited by JRS. This includes exchange of assistance that is due to beneficiaries.
3. Not create business relationships between JRS and members of my own extended family or friends or any private businesses in which I have a financial interest that may lead to a conflict of interest. If I become aware of a potential conflict of interest, I must immediately discuss this matter with my supervisor.
4. Neither offer to nor accept from the people JRS serves, from partners or contractors any favours, bribes or other forms of personal enrichment under any circumstances. Small tokens of appreciation may be offered or received, but I must inform my supervisor of any such gifts.
5. Neither seek nor accept instructions from any other authority external to JRS that could jeopardise the scope or implementation of JRS's work.
6. Be accountable for the property and funds of JRS entrusted to me and to those whom I supervise in JRS. I understand that, if I am proven to have been involved in theft or fraud or if I have mishandled JRS assets, funds or records, I will be liable to pay compensatory damages and will be subject to dismissal.
7. Report behaviours of other staff when I have reasonable suspicion of breaches of the standards of the Code of Conduct

I have carefully read this JRS Code of Conduct, and having discussed its contents with my supervisor, I have had time to become familiar with the relevant documents. I am committed to JRS's mission and mandate, and I am aware that JRS expects me to uphold the standards of behaviour described in this Code of Conduct.

I realize that any breach of the Code of Conduct can and may result in the termination of my contract.

Name: _____

Signature: _____

Date: _____



Jesuit Refugee Service
International Office

JRS Anti-Corruption and Anti-Fraud Policy

10. Introduction

JRS is committed to the promotion of an ethical and transparent environment that encourages staff members at all levels to actively participate in protecting JRS’ name and resources

This commitment is internal as well as external, as corrupt and fraudulent conduct by JRS Employees can impair the effective functioning of the Organization, deplete its resources, diminish donor trust, and damage JRS’s image and reputation.

The JRS Anti-Corruption and Anti-Fraud Policy (“Policy”) aims to raise awareness of corruption and fraud risks, set out JRS’s corporate position and standards expected of all employees, give concrete and practical advice to JRS Employees on detecting and preventing corruption and fraud, and provide a framework for combatting such activities. JRS management is committed to ensuring that this Policy is followed and fully implemented, including through training and periodic evaluations of the effectiveness of the Policy.

Scope and Application

All JRS Employees must comply with the terms of this Policy with respect to any and all activities involving the Organization. The Policy is not, however, intended to describe the full range of fraudulent, corrupt or otherwise prohibited employee conduct, and should be read in conjunction with JRS’s Code of Conduct as well as other applicable policies, such as the Whistleblower and Anti-Retaliation Policy. Any Employee who suspects or becomes aware of corruption or fraud involving JRS, its Employees, or individuals or entities with which JRS has contracted or otherwise does business must report it promptly to JRS Management (e.g. his supervisor, Regional Director, Country Director, Human Resources Department, and/or Compliance Officer) and it will be investigated. The

Organization will take disciplinary action against any Employee found to have acted in violation of this Policy or to otherwise have engaged in fraudulent or corrupt activity, up to and including termination, recovery of any financial loss, and reporting to law enforcement. The Organization will similarly take appropriate action with respect to any corruption or fraud involving individuals or entities with which JRS does collaborate, including termination of the relationship, recovery of any financial losses, and reporting to law enforcement.

Please contact JRS's Department of Human Resources (HRD), Compliance Officer, or the Regional/Country Director for additional guidance in interpreting or applying this Policy, or to suggest improvements. The Policy will be reviewed annually by HRD. Any amendments to the Policy must be authorized by the International Director.

Domestic and International Law Relating to Fraud and Corruption

Almost all countries have laws prohibiting bribery of their public officials and criminalizing corrupt activity. JRS policy is to adhere to all such laws or to the provisions of this policy and other JRS policies where they are more demanding. JRS is committed to fully implement this Policy is not intended to derogate from or limit those undertaking in any manner.

The international community has supported anti-fraud and corruption efforts through various international conventions which commit member parties to cooperate in combatting such activity, including through the enactment of comprehensive anti-corruption laws. Such conventions include but are not limited to: the United Nations Convention Against Corruption, the United Nations Convention Against Transnational Organized Crime, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the African Union Convention on Preventing and Combatting Corruption, the OAS Inter-American Convention Against Corruption, the Council of Europe Criminal Law Convention on Corruption, the Council of Europe Civil Law Convention on Corruption, and the EU Convention Against Corruption Involving Officials. JRS is committed to supporting these conventions and their member parties in implementing and adhering to their provisions.

1. Definitions

“Anything of value” means any benefit, consideration or item of pecuniary value, including but not limited to: money; gifts; “loans,” whether or not repaid; use of credit cards; sexual favors; overpaying for purchases; fees and commissions; hidden interest in business transactions; investment opportunity at below market value, contracts, medical, educational or living expenses, travel, meals, lodging, shopping or entertainment expenses.

"Appearance of Impropriety" refers to conduct which even if not unethical, immoral, or inappropriate as a matter of fact, could reasonably be construed as such by an objective observer.

"Bribe" means giving or receiving money or Anything of Value to corruptly influence the actions of a decisionmaker.

"Collusion" means an agreement by two or more persons or entities to defraud another or to do or obtain something forbidden by law, i.e., bid rigging.

"Corruption" means the offering, giving, receiving, or soliciting of anything of value to improperly influence the actions of another party either directly or indirectly.

"Donor" means any public or private entity that makes a monetary or in-kind donation to JRS of any value or type.

"Employee" means anyone operating under an JRS employment contract including, but not limited to, the International Director, Regional Directors as well as JRS directors, staff members, consultants, incentive workers, interns, volunteers and religious.

"Family Member" means a parent, spouse, spousal equivalent, child, sibling, uncle, aunt, first cousin, or grandparent.

"Fraud" or **"Fraudulent Conduct"** means the use of deception with the intention of pursuing personal or private interests at the expense of the Organization or others, or to avoid an obligation. Examples of Fraud or Fraudulent Conduct include, but are not limited to: misappropriation of assets; embezzlement and theft; receiving a private gain in return for favoring a candidate in a recruitment process; participation in sham transactions; making false or deceptive statements; forgery or alteration of accounting records or vouchers; falsely claiming overtime, medical expenses, travel/subsistence allowance, or sick leave; and Collusion.

"Governmental Authority" means any foreign or domestic governmental body at any level, including executive, legislative, and judicial bodies, and any department, agency, or instrumentality thereof.

"Service Provider" means any individual, company, or entity not controlled by a Governmental Authority (i.e., is privately-owned and operated) that is engaged to provide goods or services to or on behalf of the JRS, such as attorneys, accountants, lobbyists, agents, brokers, vendors, contractors, and other persons whom JRS has used or is using to conduct its operations.

"Project Partner" means any entity, governmental or private, with which JRS, through an agreement, grant, contract, or other financial arrangement, works to implement a program or project and which makes a contribution to the people most in need.

"Public Official" means: (a) an officer or employee of a Governmental Authority or international organization, or any person acting in an official capacity or exercising a public function for or on behalf

of any Governmental Authority or international organization; or (b) any political party, party official, or candidate for political office.

2. Prohibited vs. Permissible Payments to Public Officials and Service Providers

When interacting with Public Officials, Project Partners, and Service Providers, JRS Employees should take special care to ensure that they do not engage in conduct that reflects negatively upon the Organization or is incompatible with the proper discharge of their duties. Any actions undertaken with the intent to improperly influence the conduct of another party or to receive a bribe or other prohibited payment will constitute a breach of this Policy. A general list of “do’s and don’ts” is attached at Annex 1. Unauthorized payments are an area of particular concern and are discussed in depth here.

2.1 Prohibited Payments

As a general rule, JRS Employees shall not offer, pay, promise, or authorize the payment of anything of value to a Public Official or Service Provider in order to influence any act or decision of that official or party. Offering a Bribe in exchange for some business advantage is prohibited regardless of whether it is made directly or indirectly through another party. JRS Employees should take extra care when interacting with Public Officials or Service Providers and their Family Members to avoid even an appearance of impropriety.

Likewise, JRS Employees shall not solicit or receive the payment of anything of value from any third party made in order to influence or reward any act or decision on behalf of JRS. Soliciting or receiving a Bribe in exchange for providing a benefit to a third party is prohibited regardless of whether it is solicited or received directly or indirectly through another party. JRS Employees should take extra care when interacting with Public Officials or Service Providers and their Family Members to avoid even an appearance of impropriety.

2.2 Permissible Payments for Legitimate Business Purposes

Payments made to or for the benefit of Public Officials or Service Providers may, however, be permissible if they are for a legitimate business purpose and consistent with local law. For example, payments for the delivery of training or to reimburse meals, travel, or accommodation costs incurred by a Public Official/Service Provider are acceptable as long as they are directly related to JRS’s programs or projects or other bona fide business matters, are permissible under local laws, and do not pose a conflict of interest. On the same basis, it is also permissible to compensate Public Officials for their attendance at JRS - sponsored workshops/trainings and to provide reasonable honoraria to speakers and presenters.

2.3 Gifts

Gifts, hospitality and other benefits may not be given on behalf of JRS or received by JRS Employees to or from Service Providers, Project Partners, or Public Officials unless they are:

1) acts of courtesy and are of modest value; 2) do not compromise the integrity and/or the reputation of any of the parties; and 3) do not create the appearance of impropriety.

Permissible gifts and hospitality should also have all the following characteristics:

- not be a cash payment;
- be provided in connection with a bona fide and legitimate business purposes;
- not be motivated by the desire to exercise improper influence or the expectation of reciprocity;
- be commensurate with generally accepted standards of professional courtesy; and
- comply with local laws and regulations applicable to the Public Officials or Service Providers.

Monetary or in-kind contributions made by an JRS Employee in his or her personal capacity to support Public Officials are not prohibited by this Policy to the extent permissible under national law, if such payments are an exercise of an individual's political right guaranteed by the constitution or laws of the host country, are made by a national of that country, are made without reference to JRS, and the intention is not to exert undue influence or receive a benefit for or on behalf of JRS.

3. Falsification of Records

Misleading or false entries that conceal the source or nature of expenditures or receipts are included under the definition of Fraud. Forging documents, preparing false entries, falsifying record logs and expense claims, and creating fictitious invoices are all strictly prohibited under this and other JRS policies.

4. Measures to Prevent Fraud and Corruption

Corruption or Fraudulent Conduct by Project Partners and Service Providers acting on behalf of the Organization has the same detrimental effect on JRS as similar conduct engaged in by JRS Employees. As a result, JRS strives to vet Project Partners and Service Providers to avoid working with any that are disreputable and engage in corrupt or fraudulent conduct. The early detection of possible compliance and integrity concerns allows JRS to avoid associating with individuals or entities that could expose the Organization to serious financial and reputational risks while contributing to the overall integrity and transparency of JRS's operations.

While there is no foolproof approach to screening potential Project Partners and Service Providers, JRS Employees can minimize risk to the Organization by conducting, where appropriate, anti-Corruption and antiFraud due diligence (see sub-section 4.1 below and Annex 2) on potential Project Partners and through proper procurement practices for the engagement of Service Providers and, in all cases, by including certain contractual provisions in its agreements with such entities.

Any procurement of goods or services on behalf of JRS must be made in accordance with JRS's Procurement Policy or, where contractual obligations dictate otherwise, with procurement rules of another party so long as they are regarded as reflecting international best practices. Selecting potential Service Providers through a competitive procurement process conducted in accordance with the Procurement Policy significantly reduces the risk of fraud and corruption.

Please note that the requirements of a particular donor agreement will prevail over JRS's own due diligence standards to the extent they are stricter.

4.1 Due Diligence

Conducting appropriate anti-Corruption and anti-Fraud due diligence on prospective Service Providers and Project Partners is essential to prevent the Organization from retaining or partnering with disreputable entities. Carrying out due diligence is also necessary to demonstrate to auditors and donors that JRS has made sufficient efforts to vet entities with which it works and use its resources wisely. Accordingly, before retaining a Service Provider or engaging on a project with a Project Partner, JRS shall conduct due diligence appropriate under the circumstances that is documented and maintained in JRS's records. The extent of due diligence required should correspond to the level of the perceived risk. For example, if the relationship being contemplated is financial in nature (e.g., a sub-grant to a partner organization), a greater degree of scrutiny is required than, for example, in the case of a non-binding memorandum of understanding. Furthermore, there are some potential partners that, by their very nature, present greater risk. Thus, an unfamiliar or newly-established NGO or contractor will require a more extensive inquiry than a better known and respected entity.

While the nature and extent of due diligence will vary depending on the attendant risks presented by the location and type of services to be provided by the Service Provider or the location and type of project to be co-sponsored with the Project Partner, due diligence should be conducted in an appropriate manner to determine whether the Private Provider or Project Partner:

- is qualified and appropriately licensed to perform the service or undertake the business venture (e.g., by confirming with the licensing body that the Service Provider or Project Partner is authorized to operate under local law);
- has a successful track record with JRS or another reputable IGO/NGO;
- has the requisite reputation in the field;
- has any conflicts of interest;
- is willing to and capable of complying with accounting best practices, including retention of original receipts and adequate bookkeeping;
- is or employs a Public Official or Family Member of a Public Official;
- has adopted appropriate policies to prevent corruption and fraud; and
- has not engaged in activities that are against JRS's mission and values (including, but not limited to, terrorism, drug trafficking, human trafficking, or sex crimes and abuse).

Due diligence of prospective Service Providers and Project Partners can include such illustrative activities as the following:

- obtaining from the prospective Service Provider or Project Partner a completed due diligence questionnaire;
- ascertaining the reputation and past dealings of the prospective Service Provider or Project Partner with their current and past stakeholders. Appropriate methods might include references from past or present clients, financial references, searches of publicly available sources, background checks, etc.; and
- Visiting the offices of the prospective Service Provider or Project Partner in the location where the services are to be performed to ensure that it is a legitimate entity.

JRS shall update its due diligence on Service Providers and Project Partners at appropriate regular intervals. Annex 2 to this Policy contains a list of “Due Diligence Background Checks,” which was produced by the International Anti-Corruption Resource Center. This can be used as a resource on the types of information needed to conduct due diligence and what methods can be used to obtain it.

4.2 Written Agreements

Including anti-Corruption and anti-Fraud provisions in JRS’s agreements is an important way to protect the Organization and prevent corrupt or fraudulent activities involving a Service Provider or Project Partner. Contracts and agreements with Service Providers or Project Partners on behalf of JRS must be in writing, and unless based on pre-approved contract templates, be approved in advance by HRD. In addition, contracts and agreements with Service Providers and Project Partners valued at 2,500 euros or more, unless otherwise authorized by FINANCE, shall incorporate some or all of the following provisions as follows:

Required:

- a representation and warranty that the Service Provider or Project Partner is aware of the requirements of, is in compliance with, and will abide by the terms of this Policy and applicable law;
- a right to call for the removal of staff of a Service Provider or Project Partner that have been found to have engaged in such activities;
- a requirement that the Service Provider or Project Partner submit originals (not copies) of any required financial receipts; and
- a right to terminate the contract, without penalty, in the event the Service Provider or Project Partner violates such representations and warranties.

Recommended:

- a right to audit the Service Provider or Project Partner's books and records in the event that JRS has a good faith reason to believe that the Service Provider or Project Partner has acted in violation of this Policy or applicable law.

Contracts and agreements below the 2,500 euro threshold should also include such provisions where appropriate under the circumstances. Additionally, all contracts and agreements should include additional anti-fraud and anti-corruption provisions as appropriate including, for example, special anti-money laundering or anti-terrorism financing provisions to comply with applicable Donor agreement requirements.

4.3 Accurate Record-Keeping and Payment Processing Procedures

JRS shall make and keep books, records, and accounts which, in reasonable detail, accurately reflect any transactions involving expenditures on behalf of the Organization, including all expenditures related to Service Providers and Project Partners, and the reasons or justifications for such expenditures, and all contracts, invoices, and receipts relating to the purchase of goods and services. No payment or receipt on behalf of JRS may be approved or made with the intention or understanding that any part of that payment or receipt is to be used for a purpose other than that described in the relevant books and records. JRS also shall devise and maintain a system of internal accounting controls sufficient to provide assurances that transactions are properly authorized and recorded.

5. Reporting, Investigation, and Disciplinary Action

JRS employees have an obligation to promptly report all known or suspected incidents of Corruption or Fraud, as well as any other illegal, improper, or unethical conduct, which will be reviewed and investigated. All information received and the identity of the person providing the information shall be treated by the Organization confidentially to the extent possible within the legitimate needs of an investigation. When reporting known or suspected fraud or corruption, JRS Employees are encouraged to provide as much detail and documentation as possible.

JRS will view any violation of this Policy or failure to report a violation as a serious matter that warrants disciplinary action, up to and including termination of employment.

If you have any questions about this Policy, its interpretation, or its application to potential activity, or if you would like to report a known or suspected violation of this Policy, please contact HRD, the Compliance Officer, or relevant Regional Director, Country Director, or submit your report through the procedures described in JRS's Whistleblower and Anti-Retaliation Policy.

March 2017

11. Annex 1: General Do's and Don'ts

- **DO** report any interactions or relationships that you suspect violate this Policy to HRD, the Compliance Officer, and/or the relevant Regional Director or Country Director.
- **DO** be sensitive to and avoid interactions that may create even an appearance of impropriety.
- **DO** report any potential conflicts of interest to HRD and the relevant Regional Director or Country Director prior to JRS beginning work with a Project Partner or Service Provider.
- **DO** seek guidance from HRD, the Compliance Officer, and/or relevant Regional Director or Country Director as needed to determine whether a contemplated interaction with a Public Official or Service Provider is appropriate and in compliance with this Policy and other applicable JRS policies.
- **DO** conduct due diligence of all Project Partners and Service Providers before entering into an agreement with such entities.
- **DO** enter into written agreements with all Project Partners and Service Providers that contain anti-Corruption and anti-Fraud provisions, as well as any other provisions required by Donors.
- **DO** ensure that agreements for services are specific and detailed and that compensation is reasonable and in accordance with prevailing market rates.
- **DO** follow contract payment provisions when paying a Service Provider or Project Partner, and always ensure that JRS receives a detailed invoice that fully and accurately describes the services provided and expenses incurred.
- **DO** ensure that any benefits that are provided to Public Officials or Service Providers, such as meals, travel, and attendance payments, are for a legitimate business purpose, permissible under local law, and conform to the requirements of this policy.
- **DO** keep receipts and invoices for any expenses paid on behalf of a Public Official or Service Provider.

- **DO** exercise appropriate care in managing funds, resources, and/or assets of JRS and follow appropriate financial, procurement, and other applicable procedures and mechanisms to mitigate the risk of Corruption or Fraudulent Conduct.
- **Do** report cases of staff holding a business registered at the name of a third person.
- **Do** report cases of staff being a shareholder/business partner of a firm seeking partnership/business agreement with JRS.
- **Do** report cases of using JRS assets/properties to create business.
- **DON'T** turn a 'blind eye' to evidence that gives rise to a suspicion of Fraud or Corruption involving JRS on the part of a Public Official, Project Partner, Service Provider, or other JRS Employee regardless of your views as to whether such conduct is endemic locally.
- **DON'T** hide or fail to disclose a potential conflict of interest or material fact in any hiring, contract, procurement or other decision that involves yourself or others, for example, if you have a close relationship with the head of a potential partner organization or a particular candidate or a potential provider. Recuse yourself from your role in any such decision if your participation would give rise to an appearance of impropriety.
- **DON'T** enter into relationships with Project Partners or Service Providers that raise "red flags" during the due diligence process without authorization from HRD.
- **DON'T** sign off on any documents which are in languages you cannot understand; in such circumstances seek a translation first.
- **DON'T** abuse your position for personal profit or at the expense of the Organization.
- **DON'T** provide or receive anything of value (including cash, gifts, travel, entertainment, charitable or political contributions, or other things of value) to or from a Public Official or Service Provider in exchange for a business or other advantage for JRS or you.
- **DON'T** provide anything of value to Family Members of any Public Officials or Service Providers.
- **DON'T** make Facilitation Payments (i.e., modest payments to prompt a Public Official to perform or expedite a routine, non-discretionary act that he is otherwise required to perform as part of his duties) unless in exigent circumstances or with the prior authorization of HRD.

12. Annex 2: Due Diligence Background Checks

This guide is based on advice provided by the International Anti-Corruption Resource Center.

Background Check Number One:

IS THE COMPANY A LEGITIMATE BUSINESS, WITH THE CREDENTIALS AND EXPERIENCE IT CLAIMS IN ITS BID OR PROPOSAL?

Many companies involved in corrupt or fraudulent practices are shell companies, organized solely for the purpose of obtaining fraudulent contracts, without any staff or permanent business premises. The following checks will help identify them:

- Does the firm have a website or appear on the Internet, in a manner consistent with its purported size and experience, and the firm's representations in its bid or proposal?
- Is the firm listed in on-line or hard copy telephone, business or Chamber of Commerce directories, appropriate to its claims?
- Are the company's listed address and telephone numbers correct? Do reverse address and telephone searches to identify the real persons or companies listed at the address or telephone number.
- Use map and satellite photo sites where available to view the purported premises.

Primary sources of information:

Call and visit purported business location; check local telephone, business and corporate directories.

Background Check Number Two

HAS THE FIRM OR INDIVIDUAL BEEN THE SUBJECT OF DEBARMENT, SUSPENSION, INVESTIGATION, LEGAL ACTION OR NEGATIVE PUBLICITY?

Primary sources of information:

Internet searches; On-site background checks for smaller or local firms not listed on the Internet; Check with prior clients, employers and donors, local NGO's and trade associations and local media sources.

Background Check Number Three

DOES THE FIRM HAVE THE CAPACITY (EXPERIENCE, PERSONNEL AND RESOURCES) TO DO THE PROPOSED WORK?

Primary sources of information:

- Check if a bidder, contractor or consultant has the necessary experience and resources to perform the proposed contract;
- On-site background checks for smaller or local firms not listed on the Internet;
- Check references with prior employers and donors, local business directories and trade associations.