



# Jesuit Refugee Services

## South Sudan Mission

JRS-SSD-AUDIT SERVICES-2021-001

### Request for Proposal (RFP) - Audit Services

Juba, South Sudan

2021 - 2022

Planned Timetable	
Issue RFP	<i>2<sup>nd</sup> February, 2021</i>
Clarifications from Bidders due date	<i>12<sup>th</sup> February, 2021</i>
Deadline for Reply/Response	<i>13<sup>th</sup> February, 2021</i>
Deadline for Proposal Submission	<i>15<sup>th</sup> February, 2021</i>
Proposal Opening Date	<i>16<sup>th</sup> February, 2021</i>
Technical & Financial Proposal Evaluation	<i>17<sup>th</sup> – 22<sup>nd</sup> February, 2021</i>
Service Provider Reference Checks	<i>23<sup>rd</sup> – 24<sup>th</sup> February, 2021</i>
Contracts Award	<i>26<sup>th</sup> February, 2021</i>

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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 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, Kost, 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 REQUEST FOR PROPOSAL (RFP)

Through this **Invitation to Bid (ITB)**, JRS seeks to secure competitive offers for the selection of a provider to provide Audit Services for their South Sudan Mission in Juba.

Eligible, humanitarian oriented and technically qualified providers competent to provide the Audit services to Jesuit Refugee Services during the financial year 2021-2022 as per the Terms of Reference in **Annex I**, below.

REFERENCE	DESCRIPTION OF SERVICES
JRS-SSD-AUDIT SERVICES-2021-001	PROVISION OF AUDIT SERVICES FOR THE PERIOD 2021-2022 FOR JRS IN SOUTH SUDAN

The winning bidder(s) will enter into a fixed term contract of one year, renewable subject to performance.

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 RFP and 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:*

- *The Request for Proposal – RFP (this document);*
- *The Terms of Reference for the Audit Services*
- *Price offering sheet*
- *JRS Conflict of Interest and Supplier Code of Conduct- Annex 2*

## **2.2. 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](mailto:southsudan.logistics@jrs.net) . The request for clarification must reach JRS not later than 13<sup>th</sup> February, 2021. JRS will respond by e-mail providing clarification by the 14<sup>th</sup> 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 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 Money Transfer 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.*
- *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*
- *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*
- *Practising License from the Institute of Certified Public Accountants (South Sudan or Kenya)*
- *Audited financial statements (Last 3 years) 2018/2019/2020*

### 3.3. BID PRICES & PRICE CHANGES

For the purpose of selecting a audit firm and executing the ensuing contract, the Bidder shall clearly indicate the unit price per item listed on the price schedule. All unit prices shall be clearly indicated in the space provided in the price schedule in USD. The Bidder must sign and officially stamp the price schedule.

During the validity period of the Contract, if there is a price change in the market, the service provider may express the change in writing to the Contracting Authority a month before implementing the change. The Contracting Authority will also respond on the request in writing within 15 days of receipt of notice for price change. Once the changes are agreed between both parties, an addendum will be signed and included in the Contract. The price changes will be done for a maximum of two times in two Years. The Contracting Authority reserves the right to accept or reject the request for the price change.

### 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 Dollars.

### 3.5. DOCUMENTS ESTABLISHING ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

Pursuant to **Clause 8**, the bidder shall furnish, as part of their bid, documents establishing the eligibility and conformity to the Bidding Documents of all services the Bidder proposes to provide under the 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:

- A detailed description of the services' essential technical and performance characteristics.
- A clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Contracting Authority in its Technical Specifications or Terms of Reference are intended to be restrictive. However, the Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Contracting Authority's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

### 3.6. BID SECURITY

For the Purpose of this RFP Process, Bid Security or Bond shall not apply.

### 3.7. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 90 working days after the date of bid opening prescribed by the Purchaser; a bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Contracting Authority may request the Bidder to extend the period of validity. The request and the responses thereto shall be made in writing by letter or e-mail. A bidder agreeing to the request will not be required nor permitted to modify his bid.

### 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 proposal. The content of the cover letter shall include the following information:

- A table containing bid offer: item description and Rates.
- A detailed specification of the services to be offered.
- Workplan and Delivery timeline for completion of individual audit services
- Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 12 Months).

## 4. SUBMISSION OF BIDS

### 4.1. SUBMISSION AND MARKING OF BIDS:

Prospective Bidders shall submit sealed proposals addressed to:

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

to reach the contracting Authority by **15<sup>th</sup> February 2021**. Bidders must sign the bid register form at the reception or gate indicating their company name, telephone number, and date of submission.

All proposals must be provided in sealed envelopes.

### 4.2. FORMAT

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

### 4.3. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No bid may be modified after the deadline for submission of bids.

## 5. BID OPENING AND EVALUATION

### 5.1. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are generally in order.

### 5.2. Eligibility:

<b>Eligibility</b>	Refers to Bidder's ability to demonstrate that they have valid business registration, tax certificate/registration as required by local law, <i>practising License from the Institute of Certified Public Accountants, Tax payers documents PIN and valid Tax Compliance Certificates</i>	10%
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### 5.3. 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:	Description	Score (%)
<b>Profile &amp; Capacity of Audit Firm</b>	<p>The Capacity of the financial Institution/Company:</p> <ol style="list-style-type: none"> <li>1. Provide a brief description of your company or firm, giving the set-up of your business, office premises. (5%).</li> <li>2. Provide the General Organization structure and or profile of the Company and the owners (5%).</li> </ol>	10%
<b>Capacity of the Firm to undertake Audit Services in South Sudan</b>	<ol style="list-style-type: none"> <li>3. State the qualifications and experience of your company to undertake the scope of work (10%).</li> <li>4. Provide a list of similar assessments implemented. Provide a table showing recent and previous or ongoing Audit services (10%)</li> <li>5. The number of years the firm has worked in Audit Services and capacity to conduct audit services for a Humanitarian Organization Audit. Number of Years (minimum 3) experience of the company in the sector or similar Services (10%)</li> </ol>	30%
<b>Qualifications of Key Staff</b>	<p>Qualification of staff/Experts (Team Leader and Assistant Team Leader) proposed for deployment to undertake this assignment:</p> <ol style="list-style-type: none"> <li>6. Provide a list of the Technical Audit and managerial staff, with a brief summary of the experience each of them has and what their roles are in this engagement; attach CVs of everyone who will directly be involved in this assignment indicating the amount of time they will dedicate to the project. <ul style="list-style-type: none"> <li>- Master's Degree – (10%)</li> <li>- Bachelor's Degree - (5%)</li> </ul> </li> <li>7. Experience in Audit Services, specific experience carrying Out Audit Services in South Sudan, Somalia, Sudan, and other difficult contexts – (5%).</li> <li>8. Prior experience and understanding in carrying out Audit in conflict and post conflict settings. Knowledge and experience working in South Sudan, Somalia, Sudan and other difficult contexts and the ability to speak the local language will be an added advantage – (5%).</li> </ol>	25%
<b>Methodology</b>	<p>Provide step by step description of the activities that your company will carry out to accomplish the required to achieve all deliverables:</p> <ol style="list-style-type: none"> <li>9. A detailed step by step description of the activities in the methodology's. <ul style="list-style-type: none"> <li>Relevance – (5%)</li> <li>Appropriateness – (5%)</li> <li>Practical – (5%)</li> </ul> </li> </ol>	15%



<b>References &amp; Testimonials</b>	Provide Names of at least three of your main clients. Enclose testimonials/references from them as well as telephone and email addresses and contact persons. JRS will contact these references as part of the technical evaluation of this proposal: - 3 References with contacts provided – (5%) - 3 Testimonials and references from previous clients – (5%).	10%
<b>Workplan/Timeframe</b>	Timeframe – Proposed timeframe to complete this assignment, work plan for the expected activities: Detailed Schedule of Relevant Activities – (5%) Detailed Work plan with Achievable Milestones – (5%)	10%
<b>Technical Proposal</b>	Technical Proposal Score = (Total Scores * 60 Pts)/100%	60 Pts
<b>Financial proposal</b>	Financial Proposal Score = (Lowest Bid Price/Offered Bid Price) *40%. <b>**FINANCIAL SCORE=OUT OF 40 POINTS**</b>	40 Pts
		<b>100%</b>

## 6. FINANCIAL PROPOSAL.

Financial proposals must be submitted together with the Technical Proposal and shall include:

- a) Bid Price
- b) Value Added Tax to be indicated where required.
- c) All Audit Activities must be quoted for
- d) Flight tickets and Accommodation must be indicated where possible.
- e) Individual Auditor Fees (Team Leader, Assistant Team Leader and others to participate in the process must be included)
- f) Bidders to clearly state the Financial proposal validity period.

To get maximum score bidders are encouraged to ensure all the above information and instructions are clearly stated and included in the financial proposal.

## 7. CONTACTING THE PURCHASER

Subject to **Clause 5**, no Bidder shall contact the Contracting Authority on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

## 8. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the Contracting Authority will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted and, selected for Contract for the Audit services. At this stage JRS may also choose to negotiate with the selected bidder to finalize the offer.

## **9. CONTRACTING**

### **9.1. CONTRACT AWARD AND NOTIFICATION**

The Contracting Authority will award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid considering price/performance factors, provided further that the Bidder is determined to be qualified to enter into a Contract and perform its obligations satisfactorily.

### **9.2. WARRANTY**

The Service provider warrants that the service to be rendered meets Contracting Authority's and donor specifications and Terms of Reference.

### **9.3. INSPECTION**

The Contracting Authority shall have the right to inspect the service to confirm their conformity to the specification. The inspection will be conducted by assigned staff of the Contracting Authority or a reputed relevant consultant selected by the Contracting Authority.

In the future business relation, should any services fail to conform to the specifications in the Terms of Reference, the Contracting Authority may reject them and the Bidder shall replace the rejected Service without extension of time except at the Contracting Authority's sole discretion.

### **9.4. PRICE SCHEDULES AND LOCATION**

Service providers interested in the provision of Services to JRS Nairobi Office should NOTE that all Audit Services apply to all JRS Offices.

### **9.5. SERVICE OR CONSULTANT AGREEMENTS**

For service or consultant agreements time and material awards are not authorized unless it is the only suitable award, and a ceiling is established.

### **9.6. DISCLAIMER**

The Contracting Authority reserves the right to alter the dates of the timetable.  
The Contracting Authority does not bind itself to accept the lowest or any proposal.

### **9.7. ETHICAL OPERATING STANDARDS**

The JRS Mandate, Code of conduct, and and Child protection policies apply to this process and contract.



## Annex 1

### TERMS OF REFERENCE

#### FOR EXTERNAL FINANCIAL AUDIT SERVICES

##### 1. Background

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 Interculturals, JRS has been working in South Sudan since 1997, providing essential services in Yambio and Maban.

Now, JRS South Sudan seeks to enlist the services of a Firm to provide Financial Audit Services for the fiscal year 2021 - 2022.

The intent of this Invitation to Bid therefore, is to secure competitive Offers for the selection of an Audit Firm or company, for JRS Mission in South Sudan, to provide the services listed below for One year starting 2021 to 2022:

##### 2. Objective

The Objective for this engagement is to conduct a Financial Audit for Jesuit Refugee Services for all its projects in South Sudan for the Financial Years end 31 December 2020 & 2021 in compliance with the Companies Ordinance 1984 and prevailing regulation of the Government of South Sudan.

Under the Financial Regulation Act of South Sudan, the annual audited statements of the accounts are required to be prepared in conformity with the Generally Accepted Accounting Principles (GAAP) by an authorized external audit firm.

Interested Audit Firms may obtain bidding documents from the below address and submit completed bids to the address provided by **15th of February 2021 at 05:00Pm EAT**.

The Schedule for the opening, evaluation and award is provided on the first Page of the RFP document herein. The delivery and opening ceremony will be conducted in the JRS compound in Tong Ping, Juba, South Sudan as per the schedule and time to be communicated.

The Bid Notice shall run in the South Sudan NGO Consortium website from 2nd to 15th February 2021. All bidding documents shall be downloaded from their website at: <https://comms.southsudanngoforum.org/c/jobs/5>

##### 3. EXISTING SYSTEM

The accounts of the Jesuit Refugee Service South Sudan are maintained on the accrual basis of accounting as per GAAP.

#### **4. BOOKS OF ACCOUNTS**

Jesuit Refugee Service will provide the following for the audit purposes for the purpose of preparing financial statements:

- General ledger
- Reconciliation of accounts
- Trial balance
- Statement of Financial Position (SoFP)
- Statement of Revenue and Expenditure
- Cash flow statement
- Statements of changes in Equity (Net Assets)

#### **5. SCOPE OF AUDIT**

The Audit shall be carried out in accordance with the International Standards on Auditing (ISA) and shall include such tests and control as the Auditor may consider necessary under the JRS standards. The financial audit of the Contracting Authority shall be undertaken to cover all areas and activities to ensure that: -

- Transactions are properly authorized.
- Transactions have been recorded under the proper object of expenditure/receipts.
- Funds have been utilized for the purpose for which they were made available.
- Goods and Services have been procured in accordance with Jesuit Refugee Service/Donor requirements.
- Transactions are duly supported by the relevant documents.
- The Auditors shall also consider the adequacy of controls necessary to secure propriety, economy, efficiency, and effectiveness in all areas.

#### **6. DELIVERABLES**

It is the wish of JRS that the Financial Audit Firm expresses their opinion as to the fair representation of the financial reports as per the international standards on auditing requires.

#### **7. AUDIT OPINION**

The audit firm shall give its opinion on the Financial Statements of the Organization along with Funds with regard to the maintenance of accounting records and in accordance with the generally accepted accounting principles (GAAP). The Annual Audit Report of the Organization Accounts should include an opinion commenting on accuracy and propriety of expenditures incurred together with the internal controls involved.

#### **8. MANAGEMENT LETTER**

In addition to the Financial Statements together with the audit opinion thereon, the Auditor shall prepare a "Management Letter" to be provided along with Audit Report which shall cover the shortcomings, weaknesses, and accompanying observations that they may come across during the audit assignment. They, Auditors, shall keep positive approach towards improvement of the systems and procedures, including the following: -

- a) Provide comments and observations on the accounting records, systems and procedures that were examined during audit.
- b) Identify specific deficiencies and areas of weaknesses in systems and control and make recommendations for their improvement.
- c) Communicate matters that have come to attention during audit which might have a significant impact on the implementations of the Organization/Donor projects; and
- d) Bring to Management of the Organization attention any other matter that the Auditors considers material to the Audit.

## 9. TIME SCHEDULE

The first audit work is expected to commence on **15<sup>th</sup> of March** and complete **31 March 2020**. The auditors are expected to provide the complete audit report by **15<sup>th</sup> April 2020**.

## 10. GENERAL

The Auditor's will be given access to all legal documents, and any other information associated with The Organization/Donor Funds (**Receipts and Expenditures**).

## 11. AUDIT FIRM SELECTION PROCEDURE

Selection of audit firm for conducting audit of accounts of the Jesuit Refugee Service /Donor's funds for the Financial Years 2020 with the purpose to specify and evaluate an audit firm. In addition, it describes the requirements that an audit firm has to fulfill for selection.

## 12. GENERAL SELECTION CRITERIA

The following criteria will be used for the selection of the Audit Firm:

- a) Assignment undertaken.
- b) Similar assignments undertaken by the audit firm shows the experience of the firm. The firm with better and relevant experience will be awarded more points and this will give them an edge during the final selection.
- c) Reputation of the Firm in the market.
- d) The reputation and experience of the Audit Firm in the market will be considered for appointment.
- e) Capabilities and Credibility of the firm;
- f) The Jesuit Refugee Service South Sudan desires to select the Audit Firm with relevant human resource having proven practical experience of qualified staff.

Detailed evaluation and selection criteria has been provided under **Article 5.3: Evaluation and Comparison of Bids**

## 13. FINANCIAL EVALUATION

Technical proposals should be submitted in sealed envelopes. Please provide the audit cost showing breakup of the activities and their associated costs.

## 14. DOCUMENTS REQUIRED

- Firm's profile showing all information outlined above.

- Copy of authorization by professional body.
- Certificate/Material evidence of audits carried out at three previous client companies mentioning duration and the names of the auditors engaged in audit activities.
- Proof of company establishment.
- Detailed technical skill level (CVs) of available principal/lead and associate auditors on board. The CVs should mention the nationality and status of the auditors that is registered/coordinator/lead auditor/associate.
- Provide sealed and signed Financial bids separately that must contain the audit methodology, audit fee and period of conducting and submitting complete audit reports.

## 15. DISQUALIFICATION

- In case the Audit Firm does not have three registered coordinators, lead auditors each having at least 2 years of auditing experience.
- Firm failing to provide documentary evidence/regional partner holding practice license to carry out an audit.
- Audit partner firm or any of its affiliated entities are declared blacklisted by the Government of South Sudan or any other organization in any origin. An affidavit to this effect should be provided.

## 16. PAYMENT TO THE AUDIT FIRM

Payment shall be made within 30 days after the delivery of audit report, financial statements, and management letter (including suggestions and discussions with the top management of Jesuit Refugee Service South Sudan on improving internal controls and financial system of the Organization) by the audit firm. In case of any delay in submission of Audited financial statements, a 10% penalty will be imposed on the total claim.

**ALL PROPOSALS SHOULD ACCOMPLISH THE ABOVE REQUIRMENTS.**



# ***Jesuit Refugee Service Code of Conduct***

June 2017

## 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.

#### 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.

## 9.8. CODE OF CONDUCT

### A. Professional Behaviour

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

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.

1. 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.
2. Avoid any public statement which may unnecessarily reflect poorly on the name and reputation of JRS.
3. Maintain the highest degree of confidentiality in professional matters.
4. 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.
5. 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.
6. 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.
7. Help create and maintain a work environment which prevents sexual exploitation and abuse.
8. Facilitate open and honest communication within JRS.
9. 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

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 defense for such behavior.
4. Recognize 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: \_\_\_\_\_