

## **1. Introduction**

- 1.1. KRCS is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of KRCS's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed.
- 1.2. KRCS procurement ethics focuses on zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.
- 1.3. Suppliers and Suppliers Representatives are expected to participate in KRCS's procurement processes in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice.
- 1.4. KRCS procurement processes will uphold the highest standards of protection of human rights and will not be subject to transactions with suppliers that are involved with money laundering, terrorism, drug trafficking, child and human trafficking or any forms of child abuse, forced labour and/or slavery and/or servitude, and child labour.

## **2 Scope**

- 2.1. All procurement processes within KRCS shall be subject to the KRCS tendering and procurement policies as well as the laws of Kenya.
- 2.2. This Code of Conduct applies to all bidders, suppliers, agents, intermediaries, consultants and contractors ("Suppliers"), including all affiliates, officers, employees, subcontractors, agents and intermediaries of Suppliers (each a "Supplier Representative") engaging in any procurement processes with KRCS including its regions and county branches.
- 2.3. Suppliers will ensure that this Code is communicated to all their Supplier Representatives and will take reasonable steps to ensure compliance by Supplier Representatives, including by taking immediate action in cases of non-compliance. Breaches of this Code may result in a decision by KRCS to sanction the Supplier and/or Supplier Representative involved, suspend or cancel supply agreements as well as blacklist a supplier from future transactions with KRCS.

### **3 Anti-corruption and deterring conflict of interest**

**3.1.** All contracted suppliers and companies seeking to sell goods or services will conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Suppliers must not engage in any form of bribery including fraud, corruption, coercion, collusion, anti-competitive and obstructive practices. Hence suppliers are expected to observe the following:

- a) Shall not, directly or indirectly, offer to any KRCS Staff money, gifts, goods or a service as a consideration or in expectation of a favourable decision, information, opinion, recommendation, vote or any other form of favouritism which qualifies as corruption;
- b) Shall not, directly or indirectly, offer, give or promise to give to any KRCS staff any gratuity, fees, rebates, gifts, commissions, or other payments for the benefit of/or at the direction or request of any Staff of KRCS;
- c) Suppliers will not apply or seek to apply undue influence on the decision-making processes of the KRCS and will not engage in any conduct that breaches or facilitates the breach of the KRCS Conflict of Interest policy.
- d) To immediately inform the KRCS Head of Office in the event that any Staff of KRCS solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons on [complaints@redcross.or.ke](mailto:complaints@redcross.or.ke) or call the hotline number on **0800 720 577**.
- e) To immediately declare if any of the suppliers, their staff or their representatives had or have any actual, perceived or potential conflict of interest including having relatives employed by the KRCS. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

### **4 Protection from human rights violations**

**4.1.** KRCS supports the respects the protection of internationally proclaimed human rights and will therefore vet suppliers to ensure that they are not complicit in human rights abuses including but not limited to:

- a) Suppliers are free from connections to slavery, human trafficking, money laundering, terrorism and other related crimes;
- b) Suppliers are not connected to proliferation of weapons of mass destruction and is committed to collaborating with regulators to enhance the prevention of money laundering

- and terrorism financing;
- c) Suppliers are not connected with any forms of forced and compulsory/forced labour and/or slavery and/or servitude;
  - d) Suppliers are not connected with any forms of child labour or any other forms of child abuse;
  - e) Suppliers are not connected with any forms of drug trafficking, child and/or human trafficking;
  - f) Suppliers should support the elimination of discrimination in respect of employment and occupation;
  - g) Supplier should support a precautionary approach to environmental challenges including undertaking initiatives to promote greater environmental responsibility.

## **5 Child Protection**

**5.1.** KRCS expects its suppliers and supplier representatives to safeguard and protect the rights of all children, irrespective of ability, ethnicity, faith, gender, sexuality and culture.

**5.2.** Suppliers and Supplier Representatives are expected to have policies and measures to prohibit forced or compulsory labour in all its forms, including all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict; child prostitution and pornography; using children for illicit activities, in particular for the production and trafficking of drugs; and work which is likely to harm the health, safety or wellbeing of children.

**5.3.** Suppliers and Supplier Representatives must not employ persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or wellbeing of such persons.

**5.4.** Suppliers and Supplier Representatives are required to immediately inform the KRCS Head Office all cases (including any allegations) of child abuse on [complaints@redcross.or.ke](mailto:complaints@redcross.or.ke) or call the hotline number on **0800 720 577**.

## **6 Protection from Sexual Exploitation and Abuse and Sexual Harassment**

**6.1.** Supplier and Supplier Representatives are prohibited from engaging in sexual exploitation and abuse, and sexual harassment.

**6.2.** Sexual activity by Suppliers and Supplier Representatives with children (persons under the age of 18) is prohibited. Mistaken belief regarding the age of a child is not a defense.

6.3. Suppliers are expected to have policies and measures in place to prevent and respond to sexual exploitation and abuse and sexual harassment.

6.4. Suppliers and Supplier Representatives are required to immediately inform the KRCS Head Office all cases (including any allegations) of sexual exploitation and abuse, and sexual harassment to the KRCS PSEAH Focal Person on [complaints@redcross.or.ke](mailto:complaints@redcross.or.ke) or call the hotline number on **0800 720 577**.

## 7. Conduct of suppliers

7.1. Suppliers will not engage in unlawful discrimination based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

7.2. Suppliers and their representatives must not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of KRCS staff, volunteers and members

7.3. In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Vendors will strive to use durable products, reusable products and products (including those used in provision of services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

7.4. Suppliers and Supplier Representatives will not, without the prior written consent of the KRCS,

- a) use the KRCS name or logo in publicity or advertising;
- b) use their direct or indirect business-relationship with the KRCS to imply an endorsement by the KRCS of their goods and services, and
- c) make any representation or statement for or on behalf of the KRCS.

## 8 Representation from Suppliers

8.1. All suppliers will honestly declare and warrant that:

- a) They will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to KRCS;
- b) They will not act in concert with other suppliers or agents when participating in a bid;

- c) They will not solicit for information, collude, or coerce staff, volunteers and members of KRCS to gain unfair advantage or insider information during the procurement process;
- d) They are a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- e) They will only supply products that are certified to be of merchantable and satisfactory quality;
- f) They supplier possess the necessary capabilities, equipment and suitable place of business to perform its obligations;
- g) They shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from KRCS has been obtained; and
- h) They shall maintain the highest standards of integrity and quality of work at all times.

## **9. Monitoring compliance to the Code of Conduct**

**9.1.** To facilitate the monitoring of suppliers' compliance with this Code of Conduct, KRCS expects suppliers to:

- a) Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- b) Provide KRCS's representatives with access to relevant records, upon KRCS's request;
- c) Allow KRCS's representatives to conduct interviews with the supplier's employees and with management separately;
- d) Allow KRCS's representatives to conduct planned site visits of supplier locations; and
- e) Respond promptly to reasonable inquiries from KRCS's representatives in relation to the implementation of the Code of Conduct.

## **10. Feedback and communication channel**

**10.1.** KRCS has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly.

**10.2.** If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact KRCS Whistle Blowing Unit at email address [complaints@redcross.or.ke](mailto:complaints@redcross.or.ke) or call the hotline number on **0800 720 577**.

## **11. Protection of whistle blowers**

**11.1.** KRCS will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation.

**11.2.** KRCS will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

## **12** Sanctions

**12.1.** Breach of this Code of Conduct may result in actions being invoked against a supplier or their representative, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct.

**12.2.** The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- a) Formal warnings – that the continued non-compliance will lead to more severe actions;
- b) Disclosure of nature of breach to all KRCS subsidiaries and associate companies;
- c) Immediate termination of contract, without recourse;
- d) Blacklisting of a supplier from the KRCS procurement processes.

 <p><b>Kenya</b> Red Cross</p>	<p><b>Code of Conduct for Suppliers</b></p> <p><b>Supply Chain Management Unit</b></p>
---	--

Acknowledgment and Acceptance, to be submitted together with Bid Documents/Proposals

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Official Use Only

Date signed Code of Conduct was received by KRCS: \_\_\_\_\_

Received by: \_\_\_\_\_