

**REFUGEE CONSORTIUM OF KENYA SUPPLIER CODE OF CONDUCT**

1. **Introduction**

Refugee Consortium of Kenya (RCK) is a national NGO which was registered under NGO Coordination board in 2004. RCK’s mission is to safeguard and protect the rights and dignity of forced migrants and host-communities through provision of legal aid, psychosocial support, advocacy, capacity building and promotion of inclusive governance. It is committed to providing quality services at the best prices possible and uphold best practices according to international humanitarian accounting standards. RCK works with partners who promote and respect international and national labor and humanitarian laws which lead to ethical and effective use of resources contributed by the donor community.

1. **Scope of Application:**

The provisions of this Code of Conduct set forth the RCK expectations for all existing and potential suppliers and other partners with whom it does business. The RCK expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The RCK expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is RCK understood by all.

The Code of Conduct is a binding document:

* **You are obliged to read and fully understand the content of the document. If you have any questions, please contact the person in charge of procurement.**
* **If you or your representatives fail to adhere to any of the provisions set out in this document you will be disqualified from providing services/ goods to RCK, deregistered from list of prequalified suppliers and reported to relevant statutory bodies and RCK partners.**

1. **Continuous Improvement:**

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the RCK. The RCK expects suppliers to strive to exceed both international and industry best practices. The RCK also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The RCK recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

1. **LABOUR:**
2. **Freedom of Association and Collective Bargaining:** The RCK expects its suppliers to recognize thefreely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize and to bargain collectively.
3. **Forced or Compulsory Labour:** The RCK expects its suppliers to prohibit forced or compulsory labourin all its forms.
4. **Child Labour:** The RCK expects its suppliers not to employ: (a) children below 18 years of age or, ifhigher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
5. **Discrimination:** TheRCK expects its suppliers to ensure equality of opportunity and treatment in respectof employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.6
6. **Health and Safety:** The RCK expects its suppliers to ensure, so far as is reasonably practicable, that: (a)the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.8
7. **Human Rights:**
8. **Human Rights:** The RCK expects its suppliers to support and respect the protection of internationallyproclaimed human rights and to ensure that they are not complicit in human rights abuses.
9. **Harassment, Harsh or Inhumane Treatment:** The RCK expects its suppliers to create and maintain anenvironment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
10. **Mines:** The RCK expects its suppliers not to engage in the sale or manufacture of anti-personnel mines orcomponents utilized in the manufacture of anti-personnel mines.
11. **Environment:**
12. **Environmental:** The RCK expects its suppliers to have an effective environmental policy and to complywith existing legislation and regulations regarding the protection of the environment**.** Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.
13. **Chemical and Hazardous Materials**: Chemical and other materials posing a hazard if released to theenvironment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
14. **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrialprocesses and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal**.**
15. **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozonedepleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. RCK Supplier Code of Conduct Rev.05 – September 2013
16. **Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to bereduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
17. **NON-PARTICIPATION IN TERRORISM ACTIVITIES**

The supplier nor his representatives shall not participate acts of terrorism in nature. The supplier has a duty to refrain from planning, organizing, instigating, promoting, executing, assisting, facilitating, financing, arming, harboring terrorists, inciting or otherwise supporting directly or indirectly acts of terrorism.

1. **ETHICAL CONDUCT:**
2. **Corruption:** The RCK expects its suppliers to adhere to the highest standards of moral and ethicalconduct, to respect local and international regulations and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.
3. **Conflict of Interest:**

The undersigned declares that neither (I) the Applicant nor (ii) he/she/they personally as authorized representative(s) of the Applicant have a direct or indirect interest of such a nature and scale that may affect provision of goods/services to RCK. The undersigned commits to immediately declare any potential conflict of interest that may arise during call and engagement for services under the call.

The undersigned is/are aware that a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest.

The Applicant will inform RCK, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.

The applicant declare not to have made nor to make any offer of any type whatsoever from which an advantage can be derived from the procurement process and not to have granted nor to grant, not to have sought nor to seek, not to have attempted nor to attempt to obtain, and not to have accepted nor to accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to RCK procurement processes.

1. **Post-employment restrictions:** Post-employment restrictions may apply to RCK staff in service andformer RCK staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. RCK suppliers are expected to refrain from offering employment to any such person for a period of six months following separation from service.

**Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as a RCK supplier or to do business with the RCK, in accordance with applicable RCK policies and procedures.**

**We encourage RCK suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.**

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the Executive Director at email: refcon@rckkenya.org**

**SIGNATURE TO THE CODE OF CONDUCT**

This form shall be signed by a representative of an organization or company that tenders to provide goods/services to RCK. All RCK suppliers shall sign the code of conduct prior to engagement. The code of conduct and this form shall be provided to potential suppliers at the time of solicitation for quotes.

I,……………………………………………………………………………..a representative of ………………………………………………………………………known as supplier Confirm that I have read RCK code of conduct in its entirety. That I shall communicate the content of code of conduct to all the suppliers’ staff. That all dealings within RCK shall be guided by the code of conduct. Any deviation shall be communicated and request made to RCK prior to any dealings.

That I understand that none adherence to RCK’s code of conduct shall lead to being disqualified to dealing with RCK as a person and organization.