



Hôpital général juif  
Jewish General Hospital

**SUPPLIER CODE OF CONDUCT**

**FOR THE**

**JEWISH GENERAL HOSPITAL**

Revised: April 1, 2014

Version 1.0

Purchasing Department  
3755, chemin de la Côte-Sainte-Catherine, Office A-021  
Montreal (Quebec) H3T 1E2

**1. Introduction**

- 1.1. This Supplier Code of Conduct sets out the general requirements applicable to all suppliers, contractors and consultants (the “**Suppliers**”) providing goods, works or services to the Jewish General Hospital (the “JGH”).
- 1.2. As a condition of doing business with the JGH, Suppliers are required to comply with this Supplier Code of Conduct, and must ensure that each of their individual employees, agents, representatives, sub-contractors and sub-consultants comply as well.
- 1.3. Breach of this Supplier Code of Conduct may result in Supplier’s debarment from the supply of any goods, works and services to the JGH.

**2. Compliance with Laws**

- 2.1. Supplier agrees to comply with all applicable laws, regulations and by-laws.

**3. Doing Business with JGH**

- 3.1. As a public body governed by Quebec’s *Act Respecting Contracting by Public Bodies* (C-65.1), JGH is in most circumstances required to proceed with public tenders for the purchase of goods, works and services. Suppliers are invited to regularly consult [SEAO](#) for a list of ongoing public tenders issued by the JGH.

- 3.2. JGH will never purchase goods, works and services without having first entered into a contract with the relevant Supplier (the “**Procurement Contract**”). The approval of JGH’s Purchasing Department or its duly authorised delegate is required prior to the entering into by the JGH of any contract or transaction, failing which, such contract or transaction will not bind the JGH.
- 3.3. The Procurement Contract may require the issuance of a specific purchase order in respect of each item being purchased by the JGH from time to time in accordance with the provisions of the Procurement Contract. If applicable, where a purchase order is not present and if such purchase order is not made in accordance with the relevant Procurement Contract, JGH will not accept delivery of said item and payment in respect of such item will not be made to the Supplier.
- 3.4. In exceptional circumstances, the Purchasing Department may authorise a purchase without issuing a Purchase Order by entering into a specific arrangement with a Supplier. Any such purchase must be expressly authorized by the Purchasing Department in writing. Only the JGH’s Purchasing Department is authorized to place an emergency or rush order.
- 3.5. All purchases are for JGH use. Purchases for individual use are prohibited and purchase orders issued by JGH staff for their personal use will not be honored.
- 3.6. Supplier pricing information regarding any Procurement Contract must be kept confidential and can only be disclosed to the Purchasing Department, to the applicable contract manager assigned to a Supplier’s Procurement Contract and the JGH’s Finance Department. This information should not be disclosed to any other hospital staff or otherwise to any third party, except with prior approval of the Purchasing Department. Supplier can however disclose any publicly available pricing information to such staff or third parties without prior approval.
- 3.7. From time to time, Suppliers may send samples of goods to the JGH for its consideration. Prior to sending such samples to the JGH, Suppliers must first obtain from the Purchasing Department a “No Cash PO Number”. Unsolicited samples or presentations of services will not be accepted or considered and, as applicable and at JGH’s discretion, will either be returned to the Supplier or destroyed. Samples must be sent to the JGH free of charge.
- 3.8. Where any payment or credit is owed by a Supplier to the JGH, such payment or credit must be transmitted to the Purchasing Department for processing.

#### **4. Business Practices and Anti-Corruption**

- 4.1. Supplier will not engage in or tolerate any form of undue influence, corruption or bribery, including any payment or other form of benefit conferred on any JGH director, officer, employee, staff member or any governmental official for the purpose of influencing decision-making which is contrary to applicable laws.
- 4.2. Offering or granting, directly or indirectly, any personal benefit (including whether such personal benefit is in the form of cash, in kind or otherwise) to any JGH director, officer, employee, staff member, representative, Supplier or any other public official, in connection with JGH's procurement of goods, works and services, is strictly prohibited.
- 4.3. Suppliers are prohibited from colluding with one another in respect of JGH's procurement of goods, works and services and are therefore, without limitation, prohibited from communicating with one another for the purposes of communicating any price, specification or other form of information and from entering into any agreement with one another, where such exchange of information or agreement can reasonably be expected to impact JGH's ability to competitively procure any good, work or service from any party.
- 4.4. Suppliers are prohibited from bidding on any tender for the procurement of goods, works or services, to which the Supplier or any of its affiliates or directors, officers or employees participated in the preparation of the tender documentation or in any manner otherwise advised the Hospital in respect of such tender.

#### **5. Breach of Policy / Complaints**

- 5.1. Suppliers must immediately report any actual or potential breach of this Supplier Code of Conduct to the JGH's Purchasing department by transmitting a letter to the JGH's Purchasing Department at the following address:

Jewish General Hospital  
Purchasing Department (Attention: Chief of procurement)  
3755, chemin de la Côte-Sainte-Catherine, Office A-021  
Montreal (Quebec) H3T 1E2

The Supplier must include in its letter all relevant facts to enable to JGH to analyse the matter in question.

- 5.2. A Supplier who has a complaint with respect to the JGH's procurement or purchasing processes may transmit same in writing by registered mail to the JGH's Purchasing Department at the address provided in section 5.1 hereto. The Supplier must include in its letter all relevant facts to enable the JGH to analyse the matter in question.

**6. Site Visits**

6.1. Suppliers must obtain a visitation permit from the Purchasing Department prior to meeting any JGH staff on hospital grounds or circulating within the hospital. Visitation permits can be obtained at the Purchasing Department, located at room A-021 of the JGH.

**7. Additional matters**

7.1. Suppliers are expected to observe and comply with best practices in respect of fair employment practices, prohibition of forced or child labor, freedom of association, fair working hours and wages, safe and healthy working conditions and environmental sustainability.

7.2. In case of any inconsistency or conflict between the provisions of this Supplier Code of Conduct and any Procurement Contract, the provisions of the Procurement Contract shall take precedence over the provisions of this Supplier Code of Conduct.

7.3. This Supplier Code of Conduct may be amended, supplemented or replaced from time to time at the discretion of JGH.

**8. Supplier Acknowledgement**

The undersigned Supplier hereby acknowledges having received a copy of this Supplier Code of Conduct and agrees to comply with its provisions.

Date: The \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Print name of Supplier in block capitals)

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

Name:

(Duly authorized to bind the Supplier)

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

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