

Declaration.

Kordin Child Care Centre - Call for quotations for appointment of PSDS and PSCS

The Consultant must ensure there is active participation between professionals and staff engaged on the project. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

We agree to abide by the ethics clauses below and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the quote procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quote in this procedure. We recognise that our quote may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quote.

Ethics Clauses

- 1 Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or MIP during the process of examining, clarifying, evaluating and comparing quotes will lead to the rejection of his candidacy or quote and may result in administrative penalties.
- 2 Without MIP's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 3 When putting forward a candidacy or quote, the candidate or bidder must declare that he is affected by no potential conflict of interest, and that he has no particular link with other bidders or parties involved in the project.
- 4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the MIP's prior approval. He may not commit the MIP in any way without its prior written consent.
- 5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 10 The quote(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in

return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Non-Collusive Certificate

I certify that this is a bona fide quote and that we have not fixed or adjusted the amount of the quote by or under or in accordance with any agreement with any other person submitting a bid for this quote.

I also certify that we have not done and we undertake not to do any time before the hour and date specified for the closing of this Quote any of the following acts:-

- a) Communication to a person other than the person calling for those Quotes the amount or approximate amount of the proposed Quote, except where the disclosure, in confidence, of this approximate amount of the Quote was necessary to obtain insurance premium quotations required for the preparation of the Quote.
- b) Enter into any agreement or arrangement with any person that he shall refrain from quoteing or as the amount of any Quote to be submitted.
- c) Offer to pay or give or agree to pay or give , any sum of money or valuable considering directly or indirectly to any person for doing or having done in relation to any other Quote or Proposed ender for the said work any act or thing of the sort described above.
- d) In this Certificate the word 'person' includes any person any legal entity and "any agreement or arrangement" includes any such transactions, formal or informal and whether legally binding or not.

Conflict of Interest and Confidentiality

1 The Service Provider hereby declares that he is fully aware of the fact that certain aspects of ME's operations may be confidential and legally privileged in terms of law, including the provisions of the Business Promotion Act (Cap. 325);

2 The Service Provider hereby undertakes to ensure his staff shall maintain full confidentiality as to any Business Information acquired in any manner during the term of this agreement and after its termination for whatever reason, without restriction of time.

3 The Service Provider and his staff shall not at any time, directly or indirectly, disclose to any third party or use other than for any legitimate purposes of the Service Provider or as directed by ME, any Business Information.

4 The Service Provider shall not without the prior authority of ME remove from ME's premises or copy or allow others to copy the contents of any document, computer disk or other tangible item which contains any Business Information or which belongs to the company.

5 The Service Provider shall return to ME upon request and, in any event on the termination of this agreement, computer disks and tapes and other tangible items in his possession or under his control which belong to the contain or which contain or refer to any Business Information;

6 For the purposes of the preceding clauses of this agreement, the term "business information" means all and any information (whether or not recorded in documentary form or on computer disk or tape) relating to the business activities of the company;

7 During the term of this agreement, the Service Provider should promptly advise ME of any potential conflict of interest which could prevent the Service Provider from assisting ME in any particular issue;

Signature(s) _____

For and on
behalf of : _____

Date: _____