SELF-DECLARATION OF TENDERER

ENCLOSURE TO THE TENDER



# SELF-DECLARATION

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| WienIT procurement no. |  |
| Brief description of service | |
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| Tenderer (registered company name or name, address) | |
|  | |
| Contact person |  |
| Email |  |
| Phone, fax |  |
| Company register number |  |
| VAT ID |  |
| Bank details  (name, address, national BIC, SWIFT code, IBAN) |  |

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| Fulfilment of selection criteria |
| I (we) as the Tenderer(s) hereby declare that I (we) fulfil the selection criteria required by WienIT GmbH (hereinafter referred to as WienIT) and am (are) able to produce the specified means of proof documenting eligibility without delay upon request. |

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| Powers |
| I (we) declare that I (we) hold the authorizations required to perform this contract. I (we) have the following authorization: |
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| Reliability |
| 1. No final judgment or administrative decision which renders my (our) professional reliability or that of my (our) company questionable has been delivered against me (us), against any physical person who is a member of my (our) company’s management or has a general commercial power of attorney (Prokura), or against my company itself.  2. Insolvency proceedings against me (us) or in respect of my (our) company have not been initiated or rejected for lack of cost-covering assets.  3. I (we) or my (our) company have (has) complied with the obligations to pay social insurance contributions, taxes and duties according to Austrian law or under provisions of law in my (our) country of establishment. |

I (we) explicitly agree that the Contracting Authority may disclose any and all data relevant for assessment of my (our) authorization, ability/standing and reliability to companies affiliated with it in the Wiener Stadtwerke group for the purpose of eligibility review in connection with the procurement procedure. I (we) also agree that the Contracting Authority may obtain such data from companies affiliated with it and release such companies from any confidentiality obligation in respect of such data.

# Compliance

I (we) declare and agree that

* I (we) will take appropriate measures to ensure compliance with all relevant statutory provisions governing the relevant tendering standards applicable to the procedure (including without limitation any provisions on tenderer collusion and corruption);
* I (we) will inform the Contracting Authority to the best of my (our) knowledge without delay if an employee on my (our) part is involved in preparing and conducting the tender and, if the contract is awarded, in performing the contract, who is a close relative or good friend of one of the employees involved in preparing the tender and/or performing the contract on the part of the Contracting Authority; and
* upon the Contracting Authority’s request, any employee involved in preparing and conducting the tender and, if the contract is awarded, in performing the contract, will be replaced by another employee if the Contracting Authority becomes aware of any close relatives or good friends being employed by the contracting parties.

I (we) warrant that our subcontractors also meet the aforementioned requirements.

# CONFIDENTIALITY

The Contractor agrees to ensure the confidentiality of any and all information and data transmitted or made accessible to it within the scope of the contractual cooperation – either orally or in writing, obtained by permitting on-site inspections or disclosed or made accessible directly or indirectly in any other way – and to use such information exclusively for the purpose of providing the deliverables agreed with WienIT. Any use of such information by the Contractor for the Contractor’s own purposes is not permitted. Indication of WienIT as a reference requires the written approval of WienIT.

The Contractor shall be liable for any consequences resulting from a violation of any contractual or statutory confidentiality or diligence requirement caused by the Contractor or the Contractor’s staff, including without limitation in cases where the Contractor acts as a service provider as defined in the Data Protection Act (DSG).

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| Place, date and authorized signature |  |