**Appendix 4**

**Tenderer’s Declaration**

1. General Tenderer’s Declaration

The Tenderer/Contractor hereby declares that

* it is familiar with the Tender Documents and fully accepts the terms and conditions of the same,
* it has found the Tender Documents, including Appendices (with corrections, if any), to be sufficiently clear and complete to enable it to draw up a Tender, and considers itself bound by the prices, as well as by any additional qualitative criteria, that it has offered.
* it has obtained sufficient information concerning the scope of the services, as well as all other circumstances relevant to the calculation of the price, and that its Tender is based on this information.
* it has all the means necessary for providing the services, and that it will take all measures required to timely procure the resources that it is obliged to provide.
* it is willing to provide the services in question on these terms and/or conditions and that it is able to comply with the prescribed deadlines.
* the applicable provisions of Austrian labour and social law will be complied with during the performance of the Contract.
* the Contract will be performed - not only by itself but also by its subcontractors, if any - without employing illegal workers within the meaning of the Austrian Act on the Employment of Foreign Nationals (*Ausländerbeschäftigungsgesetz*), as amended.
* the performance of the services owed under the Contract does not depend on the issuance or extension of work permits for foreign workers.
* it expressly agrees that all data in the Tender may be used for the EDP-supported compilation of contract awarder databases as long as the protection of business and trade secrets is guaranteed.
* it agrees to the publication of parts of the tender, provided there is a legal obligation to do so.
* its Tender is based exclusively on its own price calculations, that no agreements on price formation or compensation for loss contrary to public policy or unfair competition law have been entered into with other tenderers to the detriment of the Contract Awarders, and that no price development or cartel agreements exist.
* it has not identified any unclear or incomplete terms or conditions in the Tender Documents or in the Contract the clarification or completion of which it has failed demonstrably to request.
* the Contract Awarders are authorised to verify all information provided within the framework of the tender. The Tenderer shall provide any necessary additional information without delay, at the latest within 7 calendar days.
* it is aware that incorrect information on suitability may result in a loss of reliability.

The following rules shall apply to bidding consortiums:

In the event of the Contract being awarded to a bidding consortium, the consortium undertakes to provide the services in question as a joint venture and to accept joint and several liability vis-à-vis the Contract Awarders pursuant to sec. 891 of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch, ABGB*).

The member (the company leading the consortium) named on the Tender Cover Sheet is authorized and instructed to represent the future Contractors vis-à-vis third parties, to receive instructions, to issue binding declarations, to demand payments on the part of the Contract Awarders and to conduct all negotiations in the course of the performance of the Contract.

2. Integrity Agreement

The Contract Awarders and the Tenderer/Contractor undertake to implement all measures required for the prevention of corruption. In particular, each Tenderer/Contractor will ensure, by organizational measures and instructions to its employees, that neither the Contractor itself nor its employees shall, in the course of the business relationship with the Contract Awarders,

* commit any of the criminal offences described in sections 104, 104a, 217, sections 146-148, 153,153b, 165 sections 304-309 and sec. 278 – 278d of the Austrian Criminal Code (*Strafgesetzbuch, StGB*) and sections 10-12 of the Unfair Trade Practices Act (*Gesetz über den Unlauteren Wettbewerb, UWG*),
* exploit or disclose to third parties in any way, including by electronic means or by means of data carriers, without being authorized to do so, for competition purposes or in self-interest, any technical templates or instructions or any commercial information of the Contract Awarders that may have been entrusted to the Contractor in connection with the performance of the Contract, it being understood that this negative covenant shall apply beyond sec. 11 of the Austrian Unfair Trade Practices Act (*UWG*) and does not otherwise enter into agreements with other entrepreneurs that violate the principle of fair competition,
* does not enter into any agreement contrary to accepted principles of common decency (*gute Sitten*),
* offer payments or any other benefits to the Contract Awarders‘ employees or accept any such payments or benefits from them,
* incite third parties to any of the actions described above, or assist them in performing such actions.

The Tenderer/Contractor acknowledges that in the event of a contract being awarded, the above circumstances entitle the Contract Awarders to withdraw from the contract. Other rights of the Contract Awarders remain unaffected.

3. Declaration of obligation in case of a change of subcontractors

The Tenderer/Contractor undertakes to inform the Contract Awarders of any change of subcontractors and to ensure that it is only used with the prior consent of the Contract Awarders.

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| (Place, date) |  | (Legally valid signature, company stamp) |