**AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY**

**Public Contract Name:**

**Contract for SW Maintenance including Upgrade of the Current SW // *Servisní smlouva včetně ugrade stávajícího SW***

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| --- | --- |
| **Name of Contractor (incl. legal form):** | ………………………… |
| **Registered office:** | ………………………… |
| **Reg. No.:** | ………………………… |

1. **BASIC CAPACITY**

**As a person authorized to act in the name of or for the above Contractor, hereby declare on my honour that the above-mentioned Contractor meets the basic capacity requirement as required by the Contracting Authority in the Invitation, since the Contractor:**

a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.

Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.

Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity must also comply with this requirement.

If the tender is being submitted by a branch of a Czech legal entity, then the given legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor and the manager of the branch must also comply with this requirement.

b) does not have payable tax arrears in the Czech Republic or in the country of participant´s registered office, **including the excise duty**.

c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant´s registered office.

d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant´s registered office.

e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant´s registered office.