

Ministry of Labour, Health and Social Affairs of Georgia



Terms of Reference on Labor market information system establishment and development service procurement by Ministry of Health, Labor and Social Affairs.

E-Tender

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1. Terms of Reference

1.1 Procurement Unit Specifications

Procurement Unit represents Labor market information system design and development that is the possibility of information processing, analyses, and dissemination. It represents Public web-portal that includes information on existing situation of LM and Career Development.

The purpose of the LM Informational System Portal is to ensure the stakeholders (Pupils, students, parents, unemployed, Government agencies, researchers and others) with the Information on LM, that includes employment, tendencies on Economic sectors development, skills required for specific professions according to Education levels and average salaries, etc.

Web-site should be developed by use of PHP or Microsoft ASP.NET technologies and the modern standards (HTML5 and CSS3), JavaScript (jQuery, Modernizr, AngularJS, D3.JS etc.) and web technologies API, AJAX and data-bases - MSSQL 2014 .

Web-portal should have integrated panels (boards) that provide presentation of data-bases by means of diagrams and different kind of graphs, and their modification should be available with the given filters. (Forms, configuration)

Web-portal should have several survey functions, Forum and Chatting system.

For managing web-portal it is important to develop administrative panel with a high quality protection that meets to international standards.

Databases to be placed on Web-Portal

Data Collection, N1. Population

- Years, Regions, Age, settlements (Urban, Rural)

Data Collection, N 2. Employment

- Years, regions, age, gender, Economic activities, settlements, economic sectors, professions, employment and education.

Data Collection, N 3. Unemployment

- Years, regions, age, gender, Economic activities, settlements, economic sectors, professions, employment and education level;

Data collection, N 4. Education

- Education Programs, educational Institutions, education Sector, number of students;

Data Collection, N 5. Job Vacancies

- Months, quarters, years, regions, working categories, employers;

Data Collection N 6. Salary

- Years, regions, age, gender, Economic activities, settlements, economic sectors, professions, employment and education level;

Data Collection, N 7. Tracer study

- Years, age, Education Level, professions, status;
- Other Indicators: Working places, Job searching systems, Skills mismatch, salaries, working environments;

Data Collection, N 8. Employers Study

- Regions, Size of enterprises, economic activities;
- Employers attitude towards skills and qualifications, Labor force shortages and excess, working perspectives, required skills, mobility, etc.

Career guidance component

Career Guidance component should provide information for students and youth, who require assistance in career, education and employment decision making. This section especially will help job-seekers and individuals who are looking for education opportunities.

Career Guidance section should provide information for different users and answer their questions:

Pupils and their parents:

- What profession to choose?
- Which school to choose?
- Where can I find a list of colleges?
- Where is it possible to start work by the level of secondary education?
- How to get more information on higher education

Students:

- Where is it possible to obtain more information about scholarships and accommodation access;
- How to change learning course?
- I would like to work during the Learning period. Where shall I get information for students on a job offer?
- Can I be a volunteer and learn at the same time?
- How to search information on learning abroad?
- Is it possible volunteer to gain working experience skills?

Unemployed People:

- What are the rights and obligations of the unemployed people?
- Where can I obtain information on job offers?
- How is it possible to improve the skills?
- Where is it possible to get support on the self-abilities?
- How to improve job search skills?
- How to demonstrate ourselves better at job-interview?

Job-seekers:

- I want some changes in career, where can I get assistance?
- How to improve job-search and CV writing skills;
- How to write Job application and what is needed for CV?
- How to prepare for successful interview?

The purpose of services procurement:

The purpose of Service procurement is to design and develop Labor Market Information system that provides Information on LM, its analyses and improves population employment opportunities.

1.2 Service Provider should:

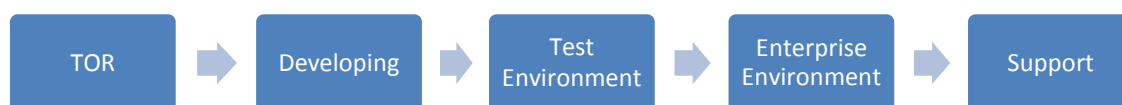
Design and develop LM Information system web-portal, analytical tools and databases.

Develop IT system modules and component, prepare interfaces, Write program, Coding Business Logic, Create Business Intelligence tool, make correction of the codes, and test system.

Design Databases and determine information update procedures from external sources. Summing up Individual Information based on Study results and prepare joint databases.

Provide trainings on web-portal administration, One year service support, identify Program defects (bugs) and correct them.

All steps include Service completion according to 5 phase requirements.



Service provider should provide additional principal changes which are aimed to find bugs, improve and optimize the system.

Web-portal should be adjusted to opportunities of disabilities opportunities, particularly, should have the opportunity of listening (convert text to audio formats); explicitly configured font and Zoom.

System should be fully documented and should include:

- Comprehensive description of the system architecture, including information;
- Comprehensive description of databases structure;
- Description of web-services and their methodologies;
- Description of means of information delivery and upload;
- Comprehensive description of Web-portal Panels (administrative panel included);
- Description of Analytical tools and their management guide;
- Users Guideline (according to roles).

The client receives Source Code that should be performed according to Code Styling requirements

Steps of LM Informational System functioning

Determine the sources and databases and information collection- The table obtains databases and sources. Collected Information can be the Raw (not processed) and Processed. Accordingly raw information needs to be processed.

	GeoStat	ESS/SSA (Worknet)	MoLHSA	MoES
N1. Population	✓			
N 2. Employment	✓			
N 3. Unemployment	✓			
N 4. Education				✓
N 5. Vacancies		✓		
N 6. Salary	✓			
N 7. Tracer study				✓

Data processing can be implemented with forms and methods that are agreed with first sources. (Information delivery with the agreed format and period, require the information by web-services, information upload by means of special formulas and validation).

All these functional forms and methods should be integrated in the system

Formalizing – Consolidate the Received information in one standard, their verification and validation.

Consolidate the Information – Collect information and place in in the overall base.

Develop Analytical Tools – Develop existing analytical programs or design new analytical programs for the system to ensure database analyzing by formulas or filters.

Visualization –Present statistics graphically by different diagrams. (Line, Pie, Column, Bar and etc.)

Publication – Ensure the functions to develop and upload the report.

1.3 Procurement Units Functional Requirements

Name	Description	Value
Data input accuracy and functional module		
Data entry from different external sources	<p>Despite used technologies it is possible to upload data in the system from different external sources. (see the formulas and methods of getting information).</p> <p>Data entry will be the Technologically neutral process and there will be no need to use spetiol operational system.</p> <p>The system will use the information security mechanisms.</p>	High
Different format data entry	LMIS system will be able to enter the data in different formats (XML, CSV, Excel, Access, MSSQL etc.)	High
Enter the databases by using different technologies	LMIS system will be able to enter the databases by using different technologies (web-services, FTP, HTTP, HTTPS etc.)	High
Automatic data collection from external sources	LMIS will have the function of collecting data automatically from external sources („push” or “pull” method), that will be performed periodically, according to requirementsპერიოდულად (weekly based, monthly based, etc.)	High

Manual input of data, as an alternative means	<p>LMIS will have Manual input function as an alternative means, that is not recommended but could be used for whatever reasons, if it is impossible to upload data on the system-to-system" basis.</p> <p>LIMS will have the function of manual input to open provided information,(CD or DVD), data verification and data entry in LIMS database.</p>	Average
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Data processing and administration functional module

Users rights and possibility of administrative access in the system	<p>LMIS system provides administrator's rights and data access</p> <p>LMIS system provides administrator to manage the monitor, collect and process the data.</p>	High
Data relevance automatic verification	<p>LMIS system will inform administrator in case if data is irrelevant. (despite data entry is manual input or not)</p> <p>LMIS system will write detailed report of data relevance. The report should reflect the data gaps, which was eliminated in the system in the time of checking and entering data.</p>	High
Automatic input of Verified data	LMIS system ensures automatic input of verified data in "Data processing and administration module"	High
Data Modification	<p>LMIS system will be able to modify data, it means additional data entry in the system</p> <p>LMIS databases and files configuration.</p>	High
Add new databases and resources	LMIS system will be able to add new databases and resources, to ensure system sustainability.	High

Master Data management sub-system functioning. (MDM)

Administration of classifications	<p>LMIS will be able to manage each classification (Education level, economic sector, professions, regions, etc.) in the MDM.</p> <p>LMIS system will be able to manage "Classification mapping".</p> <p>LMIS System will be able to manage old and new classifications to ensure backward compatibility with the classification, which is no longer used.</p>	High
MDM data is available for all modules of LMIIS	LMIS sub system MDM provides MDM data all modules. For example: Data Collection Components, Data analyses component, and data access	High

component. By that way LMIS system supports use of Common / Additional classification systems.

Data Storage

Data local copy in the data warehouse	Data warehouse provides the internal copy from old data that was collected from external sources. This method gives possibility to analyse data and tendencies.	High
High quality and reliable analytical system	Data warehouse will be able to make a high quality and reliable analyses, A comprehensive investigation and reporting without any impact on LMIS Functioning.	High
Multiuser analytical base	Warehouse will have multyuser analytical base, so that it won't have any outward impact on the LMIS System functioning.	High
Privacy	Information in the warehouse and in other databases of the system will be confidential; it will be used only for statistical processing and won't be published. (ID, Name, date of the birth, etc.)	High

Data Access (Data Marts)

Data de-normalization	In LMIS system Data marts is used to comprise data in the relevant format, to prepare analytical reports and have access with analytical data.	High
Audit	Access with data has the function of Audit in LMIS System that will monitor the number of implemented access to certain data and analytical reports.	

LIMS general requirements

Web program	LMIS portal will be created as so "web-program" and will be available by Internet by using all standard browsers. LMIS portal will have modern interface.	High
No installation need	LMIS portal does not need any kind of installation in users computer.	High
Easy Navigation	LMIS portal will have easy and effective navigation. The main principle is that the requested information does not have to take up more than 3 clicks from user's side.	High
Bilingual interface	LMIS portal will have bilingual interface (Georgian and English) (Diagrams charts, reports)	High

User Authorization	<p>LMIS portal will have different levels of authorization for internal and external users:</p> <p>Anonymous access for public users;</p> <p>Authorization for internal user of the Ministry.</p>	High
Data visualization	<p>LMIS portal will provide LM data visualization for and its use by schemes and diagrams.</p> <p>LMIS user has possibility to select Preferred type of interactive charts / diagrams (line and area charts, bar charts (horizontal and vertical), stacked bar charts, pie charts, radar charts, tables, scatter and bubble diagrams and other diagrams)</p>	High
Presentation of the Data	<p>LMIS gives the users opportunity to get the LM overall data in different contexts (gender, age, economic sector, education, professions and other opportunities) and with one click Perform a specific command.</p> <p>LMIS portal gives the user possibility to select preferred reporting period.</p> <p>LMIS portal will give the user opportunity to copy charts and diagrams in the relevant format, including PFF, PNG, JPG etc.</p>	High
Reporting Period	<p>LMIS portal gives users opportunity to select charts and diagrams according to preferred period.</p>	High
Reports access	<p>LMIS portal gives the users possibility to have access on reports by different ways:</p> <p>By using report templates, that will simplify and speed up data access;</p> <p>By use of reports that are based on users knowledge (Complex reports);</p> <p>LMIS portal will give user possibility to download reports (PDF or similar formats)</p>	Average
Data entry	<p>LMIS portal give the user opportunity to enter the data in the relevant format (Excel, PDF and other agreed formats).</p>	Average
Data archive	<p>LMIS portal gives the user opportunity to have access on data archive. Data achieve may cover HTML pages, photos, E-books-docs-reports and it is possible to download all these documents by using links.</p>	

Search	LMIS Portal will have the search function for better access of the information in the portal.	Average
Web-service	LMIS Portal is able to provide service to external user. By using web-services they can have access to portal data. In this regard LMIS system can become a reliable labor market "Open Data Source". By using Web-service, users can have access on Open information that placed only in the Portal.	Average

LMIS Public portal

Information Anonymous access for public users	All non-public users of the internet will have access to LMIS portal. There will be no requirement for authorization or authentication	High
Information access	Internet users will have free access only on pre-agreed data, information and reports.	High
Additional Services	LMIS can develop and maintain electronic forum, also it can conduct surveys, with the proper analyses of the results.	Average

LMIS Internal Portal

Relevant authorization and authentication for LMIS internal Users	LMIS Internal users will pass authorization in the other networks of the ministry, likewise Informational bases and application access.	High
Information Access	According to users rights, LMIS internal users will have access only on pre agreed data, information and reports. Internal users will be only Ministry staff.	

Documenting

Source Code	LMIS developing should be implemented with the strict compliance with agreed Code Styling. Relevant open code should be delivered to the customer ownership.	High
Documenting	Relevant documentation should be essential part of LMIS, that describes System architecture, Data base structure, information exchange tools, (included, web-services, data upload and validation tools and methods, web-portal panels and analytical tools) Users detailed guides should be prepared, according their roles. (Also administering guides). All documents should be carried out on the version level that was developed in the frame of changes management.	

2. Service Terms and Conditions

2.2.1 Service Provider should ensure:

- Develop Project management team according to directions;
- Determine Service providing methods;
- Develop Planning schedule of working performance;
- Present full information of subcontractors for the retailer. (If applicable);
- Present work performance reports to the retailer according to the schedule;

3. Service period:

3.1. Service Period includes 6 months from signing contract date.

4. Method of payments – Payment will be done by bank transfer in tranches upon submitting an act of acceptance/delivey on the implemented jobs and within 15 days after its signing. No advance payment will be performed.

Payment will be done in stages, and it will be done based on: a performance of the work undertaken by “supplier”, a certificate of deliver and acceptance signed the parties, an assessment report prepared by the inspection group and the financial statement presented by “supplier, within 15 working days after the signature of a certificate of delivery and acceptance or a pre-payment mechanism may be used with the amount of 50% of the contract value. For a pre-payment a “supplier” should provide a bank /insurance guarantee in the amount of full pre-payment amount.

5. Tender Application and supporting documents must be submitted in Georgian language.

6. The tender offer to be submitted by the applicant in the system shall include the following documentation:

- a) The requisites of the applicant, validity period of the tender offer, payment terms in accordance to the annex # 1 of the tender documents.
- b) The methodology of labour market informational system creation and development (service to be provided);
- c) The schedule of service to be provided;
- d) Price list (budget) in accordance to the schedule;
- e) The information about the organization including the following data:

General activities of the organization; the list of activities of the similar complexity for the last 3 years (From January 1, 2013 to January 1, 2016);

Note: The documents proving implementation of the works (signed agreements and the copies of the delivery-acceptance acts of the implemented activities) will be submitted in case of requirement by the buyer.

f) Description of a project management team, rights and responsibilities;

g) The information about contracted experts and subcontractors (if any)

7. Qualification Requirements

According to the qualification requirements, an applicant shall submit the following documents:

7.1 For legal entity:

- **An extract from the entrepreneurial register (from the National Agency of Public Register);**
- **The statement from the National Agency of the public register, that there is no reorganization or liquidation takes place on the legal person**

7.1.1 For the natural entity:

- The statement from the relevant agency, whether there is proceeding regarding to the insolvency/bankruptcy

7.1.2. for both legal or natural entities:

- **The statement from the tax inspection about not availability of debt against the state budget**

7.2. The documents proving the qualification data which shall be submitted from the administrative bodies shall be issued

a) In case of online tender, after starting of the stage considered by the “k” sub-clause of the clause one of the article 2 of the “Simplified online tender and online tender conducting rule” (accepting of the offer is started), or in case of non-resident applicant, the document proving qualification data shall be issued no later than 30 days from starting of the phase given in the “k” sub-clause of the clause one of the article 2 of the “Simplified online tender and online tender conducting rule” (accepting of the offer is started)

3. The documents to be submitted from the administrative entities proving the qualification data, original or attested copies by the notarial copies, shall be submitted no later than 5 (five) working days since requesting to the purchaser organization. Non-resident applicant(s) shall submit the proving document of the issued qualification data by the relevant authorized entities of their native country, which shall be accompanied by notarial attested Georgian translation.

8. The Sample of the State Procurement Agreement

1. The parties of the agreement

1.1. On one hand, the Ministry of Labour, Health and Social Protection of Georgia, hereafter “a buyer”, represented by _____ an on other hands -----, hereafter “A supplier” -----
----- represented by -- .

2. The Subject and the Cost of the Agreement

2.1. „A buyer” implemented multi-year procurement for of the service for creation and development of labour market information system and by means of online tender (SPA--) within the labour and employment system reform program of the Ministry of Labour, Health and Social Protection of Georgia (CPV Code -----) and „a supplier” took an obligation to provide service to a “buyer” for ----- (-----) GEL (hereafter referred as an “agreement cost”).

3. Specification of the procurement subject

3.1 Description and the price of the service to be provided are defined in accordance to the submitted enclosed documents -----by “a supplier” in the online tender, which are inseparable part of the given agreement.

4. The terms of the service provision:

4.1. Terms:

4.1.1 Provision of the service will be implemented within 6 months since signing of the agreement.

5. The way of acceptance and delivery of the purchase subject

5.1 Acceptance and delivery of the provided service will take place gradually by the acceptance and delivery act developed based on the inspection act prepared by the inspecting group controlling the agreement fulfilment

6. Payment

6.1. The form of payment is bank transfer in GEL.

6.2. Payment will be done in stages, and it will be done based on: a performance of the work undertaken by “supplier”, a certificate of deliver and acceptance signed the parties, an assessment report prepared by the inspection group and the financial statement presented by “supplier, within 15 working days after the signature of a certificate of delivery and acceptance or a pre-payment mechanism may be used with the amount of 50% of the contract value. For a pre-payment a “supplier” should provide a bank /insurance guarantee in the amount of full pre-payment amount.;

7. The obligations and rights of the parties

7.1. „A supplier” is obliged:

7.1.1. Provide high quality and qualified service to “a buyer” in accordance to the agreement;

7.1.2. Provide consequetive support for one year since signing of a final acceptance and delivery act, identify and correct bugs in accordance to the 5 phase requirements.

7.1.3. Ensure organizing of trainings in order to transfer knowledge about web administration;

7.1.4. Keep confidentiality and do not transfer the information about developed product and used during working process to the third person.

7.1.5. timely discuss the raised problems by the “a buyer” related to fulfilment of the agreement.

7.2. „A buyer” is obliged:

7.2.1. make payment to “a supplier” in accordance to the agreement terms;

8. The Rights of the Party

8.1. „A supplier” has the right:

8.1.1. Ask for timely and full funding within the frame of the agreement

8.2. `A buyer” has the right:

8.2.1. Control quality and volume of the provided service

8.2.2. Terminate agreement by one party in case “a supplier” can not ensure proper implementation of undertaken obligations by the agreement. The agreement is considered as terminated by one party since the time indicated in the written notification sent to “a supplier”.

9. The warrantee of implementation of the agreement

9.1. In order to avoid the risk, raised due to failure of implementation of the agreement about state procurement by “a supplier”, in the bank/ensure guarantee of the mentioned tender by the quality of --%, the guaranty is valid for --- months.

9.2. After full implementation of the obligation undertaken by the agreement „a supplier” shall return the guarantee for implementation of the agreement to “a supplier”.

9.3. In case of termination of the agreement due to the reason independent from “a supplier”, “a buyer” organization shall return to “a supplier” upon request the warrantee of agreement fulfilment.

9.4. In case of incomplete or improper implementation of the undertaken obligations by the agreement, “a buyer” reserves the right not to return the ensuring warrantee to “a supplier” and to conduct within the frame of Georgian legislation.

10. Force Majeure

10.1. Failure of fulfilment of the agreement terms by any agreement party shall not cause appliance of the publishment sanctions in case delay of agreement fulfilment or failure of implementation of its obligations is the result of the force majeure conditions.

10.2. For the purpose of the agreement “force Majeure” means the independent conditions which can not be overcome by the parties or they are out of the control of the parties and are not linked with the mistake and negligence of “a buyer” and/or “a supplier” and which has unforeseeable nature. Such conditions can be caused by war, natural disaster, epidemic, quarantine and embargo on the supply of the goods dramatic decrease of the budget assignments, etc.

10.3. In case of force Majeure conditions, the contracting party which is not able to fulfil its obligations undertaken by agreement shall sent another party written notification immediately about such conditions and the reasons of such condition. In case the sending party shall not get the written answer from another party, it will continue implementation of the undertaken obligations at its discretion, advisability and capacity and tries to find an alternative ways of implementation of the obligatin which will be free from the impact of the force majeure conditions.

11. Review of the Agreement Terms

11.1. In case the need for change of the agreement terms emerges due to unforeseen reasons, the initiator of the change shall provide relevant information to another party in written. At the same time “a buyer” is not obliged to present any evidence to “a supplier” regarding to this conditions which caused the need for change the agreement term.

11.2. Any change of the agreement term shall be made in the form of the additional agreement which will be considered as the inseperable part of the agreement.

11.3 Any change which will be followed by the increase in agreement price or will worsen the conditions for the “buyer” is not allowed apart the cases considered by the article 198 of the Civil Code of Georgia.

12. Solution of the disputable issues

12.1. „A buyer” and “a supplier” shall do its best in order to solve the all the disagreements and disputes by direct negotiations raised with regard of the mentioned agreement.

12.2. In case within 10 (ten) days since starting such negotiation “a buyer” and “a supplier” are not able to solve the disputable issue, any party is able to apply the Common Court of Georgia in accordance to the applied rules for dispute resolution.

13. Delay in implementation of the Agreement

13.1. In case parties will face any obstacle during implementation of the agreement, due to which the fulfilment of the agreement conditions are delayed, this party has to sent a written notification immediately about hindering fact, its possible length and causes to another party. The notification recipient party shall inform its decision to another party within 10 days regarding to the mentioned conditions. In case due to delay of the fulfillment of the agreement terms the parties agree about extension of the agreement term, this decision shall be signed in the form of agreement amendment.

14. Failure of the Agreement Provisions

14.1. In case of failure of implementation of the agreement, “a supplier” will be responsible to pay the contract fee by the quantity of ---% of the agreement cost;

14.2. In case of improper fulfilment of the undertaken obligations by the agreement, „a supplier” shall be responsible to pay a contractual fee in the quantity of -- %;

14.3. In case of delay of fulfilment of the undertaken obligations by the agreement (the staegs of the service to be provided), „a supplier” shall be responsible to pay a contractual fee by the quantity of --% of the not fulfilled obligation cost, calculating for each delayed day.

14.4. In case the total amount of the imposed fee for delay exceeds the ---% of the agreement cost, „a buyer” is eligible to terminate an agreement.

14.5. Payment of the fine sanctions does not release “a supplier” from fulfilment of the main obligations.

15. The Control of Fulfilment of the Agreement

15.1. the interim and final control of agreement completion is implemented by an inspection team created by the respective order of a “buyer”.

16. Validity period of the agreement

16.1. The agreement is coming into force upon signing it by the parties

16.2. Validity period of the agreement is up to ----, 2017.

17. Termination of the agreement:

17.1 The agreement is terminated after expiration of the agreement term by completion of the agreement or based on the agreement between the parties

17.2 The agreement shall be terminated by one party in the specific cases consider by the agreement.

18. Special Conditions

18.1. The agreement is drawn into 3 copies (-- pages) and each copy has the equal legal power.

18.2. One copy of the agreement is kept at a “supplier” and two ones at “a buyer”.

A Buyer

A Supplier

9. Additional Information

1. The cost of the tender offer shall include all the costs related to the procurement considered by the tender and taxes considered by the law. The costs, which are not included in the tender offer costs shall not be subject of the payment.
2. **Tender applies the mechanism of ensuring of the tender for which winner company shall submit the guarantee of the agreement implementation in the amount of 2% of the agreement cost.**
3. **In case the final cost of the winner fixed in the system as a result of the bargain is higher than 20% on the estimate cost of the tender procurement subject, a buyer reserves the right to request guarantee for fulfilment of the agreement by the amount of 2% to 10%.**
4. **If the applicant with the lower price registered less price by 20% or less between final price registered in the system and estimate cost for procurement, the supplier is obliged to reason adequacy of pricing. Confirmation is allowed by means of the agreement signed by the applicant about provision of the subject of the procurement, by invoice or other documents proving possibility of implementation of the obligations undertaken by the agreement in the proce registered by the applicant.**
5. A supplier is obliged to introduce and agree with the terms of affidavit, how it will be presented in the united onlince system of state procurement before submission of a tender offer. Illustration form of the affidavit is given in the annex #1. The form of an affidavit given in the Annex N1 is given only for the illustration purposes. Agreement on the Affidavit conditions takes place by means of clicking on the relevant button electronically in the united online system.
6. For additional information please refer to the contact persons: The members of the tender board administration: Tamar Shalamberidze, Natia Beruashvili, the Ministry of Labour, Health and Social protection of Georgia (on the address #144, Tsereteli aven, Tbilisi)(Ministry of Labour, Health and Social Protection of Georgia), floor 6, room 601, Phone: (995 22) 510041 –0703.

1. Requisites:

The form and title of an applicant: _____

The name and surname of the manager/or an authorized person: _____

Legal or/and actual address of an applicant: _____

Phone number of an applicant: _____

Identification Code: _____

Bank and bank code: _____

Payment account: _____
—

2. **Payment terms:** payment shall be occurred by bank in GEL on a monthly basis, actually based on the provided service within – banking days since signing of the delivery-acceptance act by the parties.
3. Tender offer of an applicant is valid since the date of submission of the entire electronic system of state procurement till the phase considered by the sub-clause “p”, “q” and “r” of the article 2 of “The rule of simplified procurement, simplified electronic tender and conducting of the electronic tender”.
4. The applicant by signing of the document agrees that all the requirements considered by the tender documentation or/and upload in the system is not obligatory.

Signature and seal _____

(The name, surname of the authorized person of a supplier)

Affidavit

**About Definition of the Tender
Offer Independently**

For the purpose of participation in the announced tender I confirm that the tender offer submitted by me is developed independently from my competitor, I approve that

* I am aware that the tender offer will be disqualified if the information in the affidavit is false or/and fabricated;

* I am authorized by the applicant to sign the present affidavit and submit this tender offer;

* Any person whose signature is made on the tender offer, is authorized by an applicant

* I am aware that the term “competitor” for the purpose of the affidavit considers any person, who can be an applicant or/and submit a tender offer in this tender;

* For the purpose of material benefit or getting advantage there was no consultation, communication, agreement or a negotiation regarding to the following issues between an applicant and a competitor:

- Tender offer price;
- The method, coefficient or formula of tender offer cost calculation
- Presentation of a tender offer or preventing from presentation;
- Submission such tender documents deliberately which does not meet the conditions of announced tender conditions;
- The quality, volume, technical conditions or details of delivery of the purchase subject, referred to tender offer;

* The conditions of tender offer deliberately, directly or indirectly, was not disclaimed or/and will not disclaimed up to the moment of publication of tender offer.

I acknowledged the contents of this affidavit and confirm the truth of the submitted
information.

For the purpose of state procurement, affidavit is the written document about independent defining of tender offer, signee of which, on behalf of an applicant confirms the authenticity of the information and conditions given in the document and is responsible on the authenticity of the information and conditions by the applied rule of the Georgian

legislation. Violation of the conditions define of the affidavit caused criminal-legal responsibility in accordance to the article 195¹ of the Criminal Code of Georgia.