*Appendix N 1*

*of the RA Finance Minister of February 26, 2024*

*Order N 31-A*

*Appendix N 2*

*of the RA Finance Minister on March 1, 2023*

*Order N 87-A*

STATEMENT:

ABOUT RATING REQUEST

This text of the statement is approved by the evaluation committee

By decision No. 01 of July 18, 2024

Procedure code: LM-TH-GHASHZB-24/11

The client is Tumanyan Community Hall, which is located Tumanyan Community Hall, which is located in c. Tumanyan, Central Street 1, announces a request for quotation, which is carried out in one stage through the electronic procurement Armeps (www.armeps.am) system, announces a request for quotation, which is carried out in one stage, through the electronic procurement Armeps ( [www.armeps.am). am](http://www.armeps.am) ) through the system.

As a result of this procedure, the selected participant will be offered to sign, in the prescribed manner, a contract for the acquisition of works for the expansion of the internal gas distribution network of Marts, Karinj and Chkalov settlements of the Tumanyan community (hereinafter referred to as the contract).

According to Article 7 of the RA Law "On Procurement", any person, regardless of whether he is a foreign individual, organization or stateless person, has an equal right to participate in this procedure.

The conditions for persons ineligible to participate in this procedure, as well as for participants, are defined in the invitation to this procedure.

The selected participant is determined from the number of participants who have submitted sufficiently evaluated bids on non-price terms, on the principle of giving preference to the participant who submitted the lowest price offer.

In the event of a request to issue an invitation in electronic form, the customer shall provide free of charge the issuance of the invitation in electronic form during the working day following the day of receiving the application.

Applications for participation in this procedure must be submitted electronically through the electronic procurement system Armeps ( [www.armeps.am )](http://www.armeps.am) until 25.07.2024 from the date of publication of this announcement. at 14:00 . In addition to Armenian, applications can also be submitted in English or Russian.

Bids will be opened electronically through the Armeps electronic procurement system , starting from the date of publication of this announcement on 25.07.2024. at 14:00 .

appeal regarding this procedure is carried out in accordance with the procedure established by the Law of the Republic of Armenia and the Code of Civil Procedure of the Republic of Armenia " On Purchases " .

To get additional information related to this announcement, you can contact the secretary of the evaluation committee, MargaritChatinyan.

Phone: **093628881**

Email​ mail **margarita.chatinyan@yandex.com**

Client: **Tumanyan Community Hall of Lori Region, RA**

*Is approved*

*LM-TH-GHASHZB-24/11 under cover letter*

*Quotation Evaluation Committee*

*in 2024​ By decision N 01 of July 18*

**RALORUMARZ TUMANYAN COMMUNITY GOVERNMENT**

INVITATION:

**THE PUBLIC AFFAIRS OF RALORUMARZITUMANIAN COMMUNITY : REQUEST FOR ASSESSMENT OF THE EXPANSION OF THE GAS DISTRIBUTION NETWORK IN MARTS, KARINJ AND CHKALOV RESIDENCES.**

*Dear participant , before making and submitting an application , we ask you to study this invitation in detail, because applications that do not comply with the invitation are subject to rejection .*

*If you are not registered in the electronic purchasing system , but you want to participate in this procedure , you need to register yourself in the Armeps system (* [*www.armeps.am*](http://www.armeps.am) *) to submit a bid . The conditions for registering in the system are defined in the* [*" Economic operator " guide*](http://gnumner.am/website/images/original/e97e36cf.docx) *for the user of the* [*Armeps electronic procurement system*](http://gnumner.am/website/images/original/e97e36cf.docx) *posted in the " Legislation " section of the " Legislation " section of the official procurement bulletin at* [*www.procurement.am*](http://www.procurement.minfin.am) *.*

*The guide is available at the following link:* <http://gnumner.am/hy/page/ughecuycner_dzernarkner/>*.*

*At the same time:*

*- when entering the application into the Armeps (www.armeps.am) electronic procurement system (hereinafter referred to as the system), it is necessary to follow* [*the Electronic Procurement Implementation Guide posted in the "Legislation" section of the "*](http://gnumner.am/website/images/original/%D5%88%D5%92%D5%82%D4%B5%D5%91%D5%88%D5%92%D5%85%D5%91.docx) [*Legislation*](http://www.procurement.am) *" section of the official procurement bulletin at www.procurement.am .*

*The guide is available at the following link:* [*http://gnumner.am/hy/page/ughecuycner\_dzernarkner/*](http://gnumner.am/hy/page/ughecuycner_dzernarkner/) *.*

*- in case of questions and problems related to the system, you can contact the customer, as well as the Ministry of Finance of the Republic of Armenia (hereinafter referred to as the "authorized body"): c. Yerevan, Melik-Adamyan str. 1 address (phone: (+37411) 28-93-20).*

*Registering in the system , as well as submitting an application , is paid .*

**CONTENTS**

**THE PUBLIC AFFAIRS OF RALORUMARZITUMANIAN COMMUNITY : REQUEST FOR ASSESSMENT OF THE EXPANSION OF THE GAS DISTRIBUTION NETWORK IN MARTS, KARINJ AND CHKALOV RESIDENCES.**

**INVITATION**

**PART I.**

1. The nature of the purchase object

2. Requirements for the participant's right to participate and their evaluation procedure, the conditions for submitting qualification assurance in case of being recognized as a selected participant

3. Clarifying the invitation and making changes to the invitation

4. The person who submitted the application

5. The general offer of the application

6. Application deadline , making changes in applications and withdrawing them

7. Application security

8. Notification , evaluation and summary of results

9. Conditional cancellation​

10. Qualifications and Terms

11. Declaring a current failure

12. Participant 's right to appeal decisions and ( or ) adopted decisions related to the procurement process and

**PART II. RATING: QUESTION: GUIDELINES FOR PREPARING THE APPLICATION**

1. Generalities

2. Current c phenomenon

3. Appendices 1-7

This invitation is issued in response to the announcement of the request for quotation ( hereinafter referred to as the current one ) under the code LM-TH-GHASHZB-24/11 .

This invitation is prepared in accordance with the legislation of the Republic of Armenia on purchases , including the Law of the Republic of Armenia " On Purchases " ( hereinafter referred to as the Law ), the Government of the Republic of Armenia of 2017 . In accordance with the requirements of the " Procurement Process Organization " approved by Decree No. 526 of May 4 ( hereinafter referred to as the Order ) , the procedure announced by the Municipality of Patakuni Tumanyan ( hereinafter referred to as the client ) in accordance with the requirements of the Order of the RA Government 's Decree No. 386 of April 6 , 2017 and other legal acts intending persons ( henceforth , participant ) to inform about the terms and conditions of the course , the conduct of the course , to determine the selected participant and to sign the terms and conditions , as well as to assist in the preparation of the course application .

Applications can be submitted by all persons registered in the system , regardless of whether they are a foreign natural person , organization , stateless person .

In order to register as a participant in the system , the person accesses the website operating at www.armeps.am and fills in the required information , after which he enters the combination of numbers and ( or ) letters received via e-mail in order to confirm the registration . After ­entering the ­specified information correctly ­, the person is considered to be a registered participant in the system , for which he receives an automatic notification . The participant's registration with the automatic system is considered invalid , if the last login is not active in the system within 30 calendar days from the day of registration in the system , but the computer does not enter the information . In this period, a new registration process is implemented .

to the relations related to this process . Disputes related to this process shall be submitted to the courts of the Republic of Armenia.

The e-mail address of the secretary of the evaluation committee is **margarita.chatinyan@yandex.com**

PART I:

1. **CHARACTERISTICS OF THE OBJECT OF PURCHASE**

1.1 The tender is for the expansion of **the underground gas distribution network of Marts, Karinj and Chkalov residential areas for the needs of the local authorities of the Republic of Armenia.**

### achievement ( hereinafter also work ), which are grouped in one portion :

|  |  |  |
| --- | --- | --- |
| ***Dose*** | | ***Name of dose*** |
| ***the number*** | ***purchase price*** |
| 1: | 51823520 | Expansion of internal gas distribution network of Marts, Karinj and Chkalov settlements of Tumanyan community |

The technical specifications of the work, as well as the specification, technical data and a complete and adequate description of other non-price conditions constitute an integral part of the contract to be concluded, the draft of which is presented in Annex No. 6 of this invitation.

In order to perform the works provided by this invitation, the selected participant is required to have a license in the field of urban development at the stage of signing the contract.

|  |  |
| --- | --- |
| ***The dose number*** | ***Type of license required*** |
| 1: | energy |

**Attention: This purchase process is organized within the framework of subsidy programs implemented by the Armenian government, and the financing is implemented from the community and state budgets in installments, respectively financing with the state budget share *.***

**2. PARTICIPATION REQUIREMENTS , QUALIFICATION CRITERIA AND THEIR OUTLINE​**

2.1 Persons not entitled to participate in this procedure .

1) who were declared bankrupt by the court order by the date of submitting the application .

3) those whose representative of the executive body during the five years prior to the date of submission of the application has been convicted for the crime of financing terrorism , child exploitation or human trafficking , creating criminal cooperation , taking bribes , or brokering bribes , and crimes directed against the economic activity provided for by the law , with the exception of that cases when the conviction has been settled or abolished in accordance with the law .

4) concerning which the administrative act defining responsibility for anti-competitive agreement, dominant position , or unfair competition in the field of procurement has become non-appealable during the three years preceding the date of submission of the application , and in the event of an appeal , it is left unchanged .

5) who are included in the list of participants who do not have the right to participate in the procurement process published in accordance with the procurement legislation of the countries that are members of the Eurasian Economic Union .

6) who are included in the list of participants who do not have the right to participate in the procurement process by the date of submission of the application .

In addition, if the participant is included in the lists provided for in sub-points 5 and 6 of this clause after the day of submitting the application, the incomplete application is subject to rejection.

The participant is included in the list of participants not entitled to participate in the procurement process (hereinafter referred to as the list) if:

* violated the obligation provided for by the contract or within the procurement process, which led to the unilateral termination of the contract by the customer or the termination of the further participation of the given participant in the procurement process and the participant did not pay the amount of the bid, contract and (or) unqualified security by the deadline set by the invitation and (or) the contract;
* refused or was deprived of the right to sign a contract as a selected participant.

2.2 In order to evaluate the right to participate, the participant must submit a written statement approved by him, provided for in point 2.1 of part 2 of this invitation . In addition to the declaration provided for in this point , no other documents or justifications can be requested from the participant for the evaluation of the right to participate . The commission evaluating the authenticity of the participant's statement ( hereinafter referred to as the commission ) evaluates the conditions set by this invitation.

2.3 Participant's inclusion in the list provided for by point 6 of part 1 of article 6 of the Law , during the period of being in it , automatically leads to the limitation of the right to participate in the process of procurement of persons connected with the latter .

simultaneous participation in this procedure ( in the same proportion ) of related persons and ( or ) organizations founded by the same person ( persons ) or more than fifty percent of the share (share ) owned by the same person ( persons ), except for organizations founded by the state or communities and ( or ) by joint venture ( consortium ) cases of participation in the sampling process .

Clause 119 of the Order :

1) natural persons are considered related if they are members of the same family, or manage a common economy, or joint business activity, or have acted in concert based on common economic interests,

2) natural and legal persons are considered related if they have acted in concert based on common economic interests, or if the given natural person or a member of his family is:

a. a participant holding more than ten percent of the shares of the given legal entity;

b. A person who has the ability to predetermine the decisions of a legal entity in any other way not prohibited by the legislation of the Republic of Armenia.

c. chairman of the board of the given legal entity, deputy chairman of the board, member of the board, executive director, his deputy, chairman of the collegial body performing functions of the executive body, member.

d. an employee of a legal entity who works under the direct supervision of the executive director or has any significant influence on decision-making by the governing bodies of the legal entity;

3) participants who do not have the status of natural persons are considered related if:

a. the given person owns ten or more percent of the other's voting shares (shares, units, hereinafter - shares) with the right to vote, or by virtue of his participation or in accordance with the contract concluded between the given persons has the opportunity to predetermine the other's decisions;

b. the participant (shareholders) owning more than ten percent of the voting shares of one of them or having the ability to predetermine its decisions in any other way not prohibited by law and (or) the participants (shareholders) or their family members (if the participant is a natural person) have the right to directly or indirectly own (including on the basis of sales, fiduciary management, joint activity contracts, instructions or other transactions) to more than ten percent of the other's voting shares or have the ability to predetermine the latter's decisions in any other way not prohibited by the legislation of the Republic of Armenia;

c. any management body of one of them or other persons performing such duties, as well as any of their family members is simultaneously a member of any management body of the other person or other person performing such duties;

d. they act or are acting in concert based on common economic interests;

In the sense of this clause, the father, mother, husband, parents of the husband, grandmother, grandfather, sister, brother, children, grandchildren, husband and children of the sister or brother are considered family members.

2.4 If the participant is recognized as a selected participant , he submits qualification security in the manner and amount specified in this invitation.

2.5 The contract to be concluded within the framework of this procedure can be executed by signing a subcontract . A participant submitting an application for the purpose of participating in this procedure ( at the same rate ) cannot be a party to the subcontract .

2.6 The participants can participate in this procedure as a joint activity ( consortium ) . In such case:

1 ) none of the parties to the joint activity contract can submit a separate bid for the same procedure ( for the same amount ) . In the case of compliance with the requirements of this paragraph , both joint and individual applications are rejected at the application opening session .

2 ) The participants bear joint and joint responsibility. In addition, in the event of a member of the consortium leaving the consortium, the contract signed with the consortium is unilaterally terminated and the means of responsibility provided by the contract are applied to the members of the consortium .

**3. INVITATION SIMPLIFICATION AND INVITATION CHANGES PROCEDURE[[1]](#footnote-2)**

3.1 According to Article 29 of the Law , the participant has the right to demand clarification of the invitation from the client .

The participant has the right to request clarification of the invitation from the commission through the system at least five calendar days before the deadline for submission of applications . The commission provides the explanation to the participant who made the request through the system within two calendar days following the day of receiving the request .

3.2 The day of the clarification of the statement on the content of the request and clarifications is published in the " Procurement Announcements" section of the "Procurement Announcements " section of the system and at the address www.procurement.am , without indicating the details of the requester .

3.3 Clarification is not provided if the request is made in violation of the deadline set by this section , as well as if the request is outside the scope of the content of this invitation , or if the request refers to the technical specifications of the devices and equipment to be offered by the latter , with the response to the technical specifications provided by this invitation ­. In addition , the participant is notified in writing about the reasons for not providing an explanation within two calendar days following the day of receiving the request .

3.4 Changes may be made to the invitation at least five calendar days after the deadline for submission of applications . During the three calendar days following the day of making the change , an announcement about the conditions for making the change and providing it is published in the system and in the bulletin .

3.5 Everyone has the right, before the expiration of the deadline set for making changes in the invitation, to submit justifications to the secretary of the evaluation committee via e-mail from the point of view of the characteristics of the subject of purchase specified in the invitation, the requirements for ensuring competition and excluding discrimination provided by law, without specifying the name and surname. If the presented justifications are considered acceptable, the evaluation committee makes changes to the invitation within the specified period.

3.6 In case of changes in the invitation, the deadline for submitting applications is counted from the date of publication of the announcement in the system and in the newsletter . In that case, the participants may extend the validity period of their submitted application or submit a new application.[[2]](#footnote-3)

**4. APPLICATION PROCEDURE**

4.1 To participate in this procedure, the participant submits an application to the commission through the system . The application is the proposal submitted by the participant based on this invitation.

The participant can submit a bid for each dose, some or all doses .[[3]](#footnote-4)

The application is submitted before the end of the term set for it by this invitation.

The procedure for preparing the request is described in the instructions for preparing requests for quotations in part 2 of this invitation.

4.2 Applications for the procedure must be submitted through the system no later than July 25, 2:00 p.m. from the date of publication of the announcement and invitation of this procedure in the system. Applications submitted after the deadline for submitting applications will not be accepted by the system.

4.3 The participant submits with the application:

1) an application-statement approved by him, specified in point 2.1 of part 2 of this invitation, specifying the e-mail address, the taxpayer's registration number, the business address and the telephone number , which includes:

a) certification ­of the compliance of the data of himself and his related persons with the requirements of the right of participation defined by this invitation;

b) certification of the obligation to submit qualification assurance in the event of being recognized as a selected participant, in the manner and within the time frame defined by this invitation;

c) statement about unfair competition, abuse of dominant position and absence of anti-competitive agreement within the scope of this procedure;

d) statement about the lack of simultaneous participation of related persons and (or) organizations founded by him or having a share (equity) of more than fifty percent in the framework of this procedure;

e) declaration of beneficial owners in accordance with Annex 1. A statement is not submitted if the participant is an individual entrepreneur or a natural person. Moreover, if the participant is announced as a selected participant, then the statement provided for in this paragraph, which is automatically published in the system after opening the bids, is also published in the newsletter at the same time as the statement about the decision to conclude a contract .[[4]](#footnote-5)

2) price offer approved by him.

3) application security in the form of cash or bank guarantee .[[5]](#footnote-6)

4) in the case of the purchase of construction works, a certificate approved by him, with the design documents attached to this invitation, which is also an integral part of the contract to be concluded, about the obligation to install (use) materials and (or) devices and equipment that meet the specified technical specifications and warranty service conditions, before the installation (using) their technical specifications, trademarks, brand names, brands and warranty periods by prior written agreement with the customer. The certification provided for in this sub-clause is also confirmed by the contract to be concluded with a separate attachment. 9:00

5) a copy of the subcontractor's contract and the data of the person who is a party to it, if the contract to be signed will be implemented through a subcontractor.

6) a copy of the joint activity agreement, if the participants participate in this procedure as a joint activity (consortium).

Moreover, in case of participating in this procedure in the order of joint activity (consortium):

* any of the parties to the joint activity agreement cannot submit a separate application to this procedure (same portion). In case of non-observance of the requirement of this paragraph, the bids submitted in the order of joint activity and separately are rejected at the bid opening session.
* if the joint activity agreement stipulates that a separate participant of the joint activity agreement manages the common affairs of the participants, then the application is submitted, and if the agreement is signed, the payments are made to that participant. In the event that the joint activity agreement stipulates that each participant has the right to act on behalf of all participants when conducting common affairs, then in case of signing an agreement, payments are made to the participant who submitted the application based on it.

**5. THE PUBLIC OFFER**

5.1 In addition to the cost of the work, the offered price includes transportation , insurance , duties , taxes , and other payments and cannot be less than their cost price . The proposed price calculation must be submitted with the application through the system.

5.2 The participant submits the price offer in the form of a calculation consisting of the cost (the sum of the cost price and the projected profit) and the value added tax of general components. Calculation of cost components - no gap or other details are required and presented. If the participant has to pay value added tax to the state budget of the Republic of Armenia for the given transaction, then the amount to be paid for that type of tax is provided in a separate line in the submitted price proposal .

a . Evaluation and comparison of the price offers of participants are carried out without calculating the amount of the tax mentioned in this point.

b. in the case of the purchase of construction works, the participant does not submit a bill of quantities-estimate completed by him, and in case of being recognized as a selected participant, payments for execution acts within the framework of the contract are made according to the bill of quantities-estimate attached to the invitation, according to the following formula: CG = CG/CGxCS, where:

MG is the price offered by the selected participant.

NG is the estimated price of the construction works published by this invitation.

PS is the volume of works presented by the given executive act in monetary terms.

SG is the amount paid for the works specified in the scope sheet-estimate. 9:00

participant 's application is not subject to rejection if:

a. the bid price and value added tax columns are filled with numbers only, and the total price column with both letters and numbers or only letters;

b. there is a discrepancy between the amounts indicated in letters or numbers in the bid price and value added tax columns, but the sum of any of the amounts indicated in letters or numbers corresponds to the amount indicated in letters in the total price column;

c. in the price offer, the portion number is indicated incorrectly, but the name of the purchase item is filled in correctly;

d. In the price offer value, value added tax and total amount columns, the pennies of the amounts indicated by letters or numbers are rounded up to five decimal places, a whole number down, and five decimal places and more, a whole number up;

e. the amounts in the bid price and value added tax columns are filled in with both numbers and letters and they match, and the amount in letters in the total price column has extra words filled in, resulting in a non-existent number. Moreover, in the case mentioned in this paragraph, the evaluation committee, when evaluating the application, takes as a basis the sum of the sums filled in with letters in the value and value added tax columns.

f. in the columns of the price offer, in the sums filled with letters, the pennies are indicated by numbers.

5.3 If the price of the expected contract is stable , the future offer is presented with a single number, the total price offered for the execution of the contract and must be filled in the system without calculating the amount of value added tax to be paid to the state budget of the Public State of Armenia ­. In addition, the participant may not be required to provide justifications for the price offer or any other type of information or documents, and the amount of the participant's income may not be limited by the invitation.

**6. APPLICATION PERIOD , TO MAKE CHANGES IN THE APPLICATION**

**PURCHASE WITHDRAWAL PROCEDURE**

6.1 According to Article 31 of the Law , the application is valid until the contract is signed in accordance with the Law , the withdrawal of the application by the participant , the rejection of the application or the declaration that this procedure has not been carried out.

6.2 According to Article 31 of the Law , the participant may change or withdraw his/her application until the deadline for submission of applications specified in point 4.2 of part 1 of this invitation .

**7. PROVISION OF THE APPLICATION**

7.1 The Participant submits bid security with the bid in the manner defined by this invitation .

The security of the bid is presented in the form of a bank guarantee (appendix 3) or cash , the amount of which is equal to five percent of the purchase price . If the participant's bid exceeds the purchase price , the amount of security for the bid is equal to the fifth percent of the bid. In addition , if the participant has submitted more than the amount specified in this point , the application is considered to meet the requirements of the invitation and is not subject to rejection .

application submitted in the form of cash must be transferred to the treasury account numbered " 900008000466 " of the authorized body in the Central Treasury , which is subject to return to the submitted participant, except for the cases provided for in clause 7.3 of part 1 of this invitation . The security of the renewal application is returned within five working days following the day of signing the contract . In the event that the procurement procedure is not announced, the bid security is returned within five working days following the end of the inactivity period , if the results of the procurement procedure are not appealed . In the event of an appeal , the bid security is returned within five working days following the date of the entry into force of the final judicial act of the court .

If the procurement procedure is organized on the basis of Clause 2 of Article 15 , Part 6 of the Law , the bid security shall be returned to the party signing the contract from the financial resources intended to be provided between the relevant parties within five working days following the day of signing the agreement . If financial means are not provided for the execution of the contract within six months following the date of signing the contract and the contract is terminated, the bid security is returned within five working days following the date of termination of the contract .[[6]](#footnote-7)

informs in writing about the return of the application security within the terms stipulated by this clause:

- in case of security presented in the form of cash, to the RA Ministry of Finance, attaching a copy of the document submitted with the application justifying the payment;

- in the case of security presented in the form of a bank guarantee, to the bank that issued the guarantee;

7.2 The purchase procedure will be arranged in installments if :

a. the participant submits an application for more than one portion , then the security of the application can be presented both for each portion separately , and one application security for all portions . In the case of submitting a security for one bid , the amount is calculated in the event that the initial price offers of the submitted units exceed the purchase prices, considering the total amount of the price offers, taking into account the requirements of paragraph " e " , sub-item 1 of Clause 32 of the Order.

b . The Participant is deprived of the right to enter into a contract with respect to any portion , and the insurance of the applicant is paid only according to the amount of insurance calculated for that portion .[[7]](#footnote-8)

7.3 The Participant pays for the security of the bid , if :

1) is announced as a selected participant, but refuses or is deprived of the right to sign a contract.

2) to violate a personal obligation within the framework of the purchase process , which led to the termination of the given Participant's further participation in the process .

7.4 The security of the application should not exceed 120 ( one hundred and twenty ) working days from the date of the application submission deadline .[[8]](#footnote-9)

7.5 The client's head submits the demand for bid security payment to the bank, and in the case of cash security, to the Ministry of Finance of the Republic of Armenia , in writing within five working days following the date of the bid security payment . If the request for payment of security is rejected by the bank or the Ministry of Finance of the Republic of Armenia on the basis of incomplete submission of the request or the documents attached to it, the head of the client submits a new request in writing within two working days following the receipt of the rejection.

7 . 6 Participant's application is subject to rejection if it lacks the security of the application , or if it is submitted inconsistently with the requirements of the invitation.

**8. OPENING OF APPLICATIONS , EVALUATION AND**

**SUMMARY OF RESULTS**

8.1 Applications will be opened through the system on July 25 at 2:00 p.m. from the date of publication of the announcement of this procedure and the invitation in the system.

tender opening and evaluation session, the chairman of the commission ( chairman of the session ) declares the session ­open and announces the purchase price of the works to be purchased within the framework of this procedure , expressed in a single number , as well as the price offers of the participants who submitted bids, expressed in a single number, based on what is written in letters .

In the system, the functions of the opening members of the commission ­are classified. Grading is determined by the chairman of the committee. The first opening member of the committee submits to the second opening member the list of applications subject to opening , which the system considers as submitted ( suitable ) applications , after which the second opening member approves the list of submitted applications . After confirmation, the application opening protocol ( report in the system ) is uploaded, which the committee secretary sends through the system to the participants' e-mails on the day of the application opening .

8.2 Bids are evaluated in the order defined by this invitation.

that the number of parts of the procurement procedure does not exceed seventy-five, the evaluation of the bids is carried out fifteen days after the deadline for their submission, and in the case of exceeding it, within twenty working days .

are evaluated as satisfactory , otherwise the bids are evaluated as insufficient and rejected . Moreover, at the bid opening and evaluation session, the commission rejects the bids in which the price offers and/or the bid security are missing or they are presented inconsistently with the requirements of the invitation , except for the case specified in clause 8.9 of part 1 of this invitation.

8.3 For the purpose of determining the selected and such unrecognized participants, the committee automatically creates a protocol on the evaluation of bids, which is confirmed in the system by the members of the committee by making a note in the system .

8. 4 The selected participant is determined from the number of participants who submitted satisfactory bids on the principle of giving preference to the participant who submitted the lowest price bid . When determining the price bids selected by the committee and such unrecognized participants , the evaluation and comparison is carried out without the calculation of the fee specified in point 5.2 of this invitation, and the bids when evaluating, the price offer attached to the system , approved by the participant, is taken as a basis .

8. 5 If a discrepancy is found in the application between the amounts written in letters and numbers , the amount written in letters is accepted as invalid. If the offered prices are presented in two or more currencies , they are compared in Armenian dollars at the exchange rate set by the Central Bank .

8. 6 The committee decides and announces the selected and not recognized participants from among the participants who have submitted bids that have been evaluated in accordance with the requirements of the invitation . In the case of the purchase of construction projects, the committee evaluates the compliance of the technical characteristics of the presented devices and equipment with the requirements of the invitation . In case of equality of the proposed minimum prices:

a . In order to determine the elected and unrecognized participants, simultaneous negotiations are conducted with the participants who submitted their petitions at the meeting of the commission , if those participants are present at the meeting ( representatives with the appropriate power of attorney ).

b . otherwise, the committee meeting is suspended , and within one working day , the committee secretary will present equal prices to the participants through the system, not by automatic notification method, and at the same time notify the women about the conditions, duration, day , time and place of the simultaneous negotiations on the race .

c . negotiations are conducted no sooner than the second day following the day the notice is sent and no later than the fifth business day ,

d . the price offer submitted by each participant is published for the other participant , and before the end of the deadline for negotiations , the participant can revise the price offer ,

e . at the end of the deadline set for the negotiations , according to the prices presented by the participants present , the selected and non-recognized participants are determined and announced . If, as a result of the negotiations , the prices presented by the participants remain equal, the purchase procedure will be declared not completed based on Article 37 , Part 1 , Clause 1 of the Law .

8.7 If the prices of the participants who submitted satisfactory bids exceed the purchase price , the evaluation committee can declare the participant who submitted the lowest price as the selected participant , provided that the rights of the parties provided for in the latter contract do not come into force and additional financial resources are provided in excess of the purchase price. in the case of signing an agreement between the parties . In addition , the agreement is signed and the additional financial resources are planned for the following fifteen working days, extending the work execution period from the date of signing the agreement to the date of signing the agreement . The contract agreed in this point is terminated if additional financial resources are not provided during the sixty calendar days following the signing . The requirements of this point are not applied when applications were submitted by more than one participant and only one participant was evaluated as meeting the requirements of the invitation.

In the case of application of this point, the procedure is declared not to have taken place based on point 1 of part 1 of Article 37 of the Law .

8.8 In case of a request , the secretary of the commission immediately provides the copies of the applications of any participant to the other participant who submitted such a request. In the event of the impossibility of fulfilling the request, the person who submitted the request is immediately provided with the documents included in the application , which the latter gets acquainted with on the spot, has the right to photograph them and returns them to the secretary of the commission during the session. without hindering the normal activity of the commission .

8. 9 If the applicant's reports ­of applications during the opening and evaluation session , including the documents approved by the resident of the Republic of Armenia, the submission of the Professional Expert program On the system of Asnaka notanchers through the system offering to correct the discrepancy before the end of the suspension period .

The notification sent to the participant describes in detail all the discrepancies found during the bidding process .

8. 10 If the participant corrects the recorded inconsistency within the period specified by point 8. 9 of this invitation , then the latter's application is considered satisfactory . Otherwise, the given participant's application is assessed as insufficient and rejected, and the participant who takes the next place is recognized as the selected participant.

8. 11 The committee member or the secretary cannot participate in the work of the committee , if during the activity of the committee it is found that the organization with a share ( share ) established by the latter , or a person related to them by close relationship or guardianship ( parent , spouse , child , brother , sister , grandmother , grandchild, as well as spouse , child, brother, sister, grandmother, grandfather, grandson ) or a share established by the person ( share ) ) has submitted an application to participate in this procedure . If the condition provided for in this point is met , the committee member or secretary who has a conflict of interest in relation to this procedure shall immediately withdraw from this procedure .

8.12 After the bids are opened and evaluated, a protocol is drawn up in accordance with the procedure established by the RA legislation on procurement . In addition, the minutes of the commission session describe in detail the inconsistencies recorded as a result of the evaluation of the bids and the reasons for rejecting the bids caused by them. The protocol is signed by the members of the commission.

8.13 The secretary of the commission no later than the next working day after the end of the bid opening and evaluation session:

1) the printed (scanned) version of the minutes of the opening and evaluation session of bids and the summary sheet of the discussion of justifications mentioned in point 3.5 of part 1 of this invitation, which also contains information about the date and e-mail addresses of receiving the justifications , shall be published in the newsletter. If justifications are not presented, appropriate notes are made about it in the minutes of the committee session.

publishes in the newsletter printed (scanned) versions of the statements about the absence of conflict of interest signed by him and the evaluation committee members present at the bid opening and evaluation session. Those members of the commission who participate in the commission's work at the meetings convened after the bid opening and evaluation session, sign the statements provided for in this subsection, which the secretary publishes in the bulletin on the working day following the signing.

8.14 In the case of occurrence of the grounds provided for in paragraph 6 of Article 6 of the Law , the authorized body based on the reasoned decision of the order manager shall include the participant in the list of participants who do not have the right to participate in the procurement process . The authorized body publishes the reasoned decision of the head of the client in the bulletin.

Addition The decision referred to in this paragraph shall be made by the ordering director on the tenth day following the day of the announcement of the procurement procedure not being completed or the announcement of the signed contract or the announcement of the unilateral termination of the contract . The day after the decision is made , it is provided in writing to the authorized body and the participant. The authorized body includes the participant in the list of participants who are not entitled to participate in the procurement process on the fifth day following the fiftieth day , and in the case of the appeal of the decision by the participant on the fiftieth day , the decision becomes final in the given court case on the fifth day following the date of entry , if the possibility of executing the decision has not disappeared as a result of the judicial examination .

Or :

* the participant or the person who signed the contract has paid the amount of the bid, contract and (or) qualification security by the deadline for submission of the decision to the authorized body provided by this point , then the customer does not submit the reasoned decision to include the given participant in the list to the authorized body;
* The payment of the application, contract and/or qualification security amount by the participant or the person who signed the contract was made after the deadline for submission of the decision to the authorized body , but no later than the expiry of the ten-day period for receiving entries from the authorized body , and the tenth day after receiving the decision regarding the appeal of the decision by the participant. in the case of the existence of an initiated and unfinished court case , no later than the entry into force of the final court act in the given court case , then order the department to notify the authorized body in writing , the main part of which is not included in the list .

Moreover, if the application-statement about having the right to participate in the tenders is qualified as untrue, or the participant does not submit the documents provided for in the invitation (including those subject to correction) in the order and deadlines set by this invitation, or the selected participant does not submit the qualification or contract security , or if the procedure is organized in accordance with the regulation provided for in Article 15, Part 6 of the RA Law on Procurement, and as a result, an agreement the contract with the purpose of signing the contract in the form of a unilaterally approved declaration of damages ( hereinafter referred to as "damages ") and ( or ) the qualification security does not replace the bank guarantee or the witness cash , then this situation is considered as a violation of the obligation given by the participant in the purchase process .

8.15 If the participant was included in the lists provided for by the 5th and 6th parts of Article 6, Part 1 of the Law after the date of submission of the application, then his application is not subject to rejection .

8.16 The participant shall submit ­the documents specified in point 8.9 of part 1 of this invitation to the secretary of the meeting within the specified time , by sending them to the e -mail provided by this invitation . On the day of receiving the documents, the secretary is obliged to confirm the conditions of their receipt by sending a confirmation to the participant's e-mail from the e-mail indicated in this invitation .

8.17 The participants and their representatives can be present at the committee meetings. The participants or their representatives can request copies of the minutes of the committee meetings, which are provided during one calendar day.

8.18 The electronic notifications from the commission and ( or ) the customer are sent through the system , and from the participant , from the e-mail specified in this invitation to the e-mail of the secretary of the commission .

In case of electronic exchange of information (documents), the participant confirms the information (documents) with an electronic digital signature, the certificate of which must be inserted in the identification card issued in accordance with the law of the Republic of Armenia "On Identification Cards", or sends the information (documents) printed from the approved original document (scanned) version.

Participant applicants who are residents of the Republic of Armenia ­shall certify the ­documents certified by them with an electronic digital signature , and ­participants who are not residents of the Republic of Armenia shall submit these documents in a printed ( scanned ) version of the approved original document .

Documents to be included in the application and confirmed by electronic digital signature are not sealed.

8 . 19:00

8.20 In the event that the selected participant does not sign the contract (refuses) or is deprived of the right to conclude a contract , by the decision of the commission, the participant who takes the next place is recognized as the selected participant, using the procedure defined in clauses 8.13 to 8.19 of part 1 of this invitation .

8 . 21 The participant can submit additional documents , information and materials in order to justify compliance with the requirements presented to him .

The commission can check the authenticity of the data submitted by the participant using the data obtained from official sources or obtaining the written opinion of the authorized bodies. In the case of sending such a request, the relevant state and local self-government bodies provide a written opinion within two working days following the day of receiving the request . If , as a result of checking the authenticity of the data submitted by the participant ­, the data is qualified as untrue , the application of the given participant is rejected.

8.2 2 For the purpose of applying clause 8.2 1 of part 1 of this invitation, an extra - ordinary meeting of the committee may be called.

8 . 23 The secretary of the commission to determine the selected participant on the working day following the end of the session:

1) The system mentions ­the adequately evaluated participants of the procedure, classifying them according to evaluation results and price offers;

2) Sends the minutes of the committee session on the evaluation results to the e-mails of the participants of the procedure through the system ­.

8.24 Before concluding a contract, the client publishes a statement in the newsletter about the decision to conclude a contract no later than on the first working day following the adoption of the decision on the selected participant. The decision to conclude a contract contains summary information about the evaluation of bids and the reasons justifying the selection of the selected participant and a statement about the period of inactivity.

8.25 The period of inactivity is the period of time between the day following the publication of the announcement of the decision to sign the contract and the day the contractor becomes eligible to sign the contract.

The period of inactivity in the case of this procedure is 10 calendar days . The period of inactivity is applicable .

- no , if only one participant has submitted an application *,* after which a contract is signed ,

- is also in the case when only one participant submitted a bid and it was rejected. In the case of application of this clause, the period of inactivity is defined by the declaration of failure of the procurement procedure.

The client signs the contract if no participant appeals the decision to sign the contract within the period of inactivity provided for in this clause . The contract signed before the expiration of the deadline or without the declaration of the purchase procedure as incomplete is null and void.

**9 . CONTRACTING**

9.1 The contract is signed by the contractor based on the commission's decision . The contract is signed in writing by drawing up a single document.

9.2 Part 1-8 of this invitation . On the second working day following the expiration of the period of inactivity defined in clause 25, the client notifies the selected participant by presenting the proposal for signing the contract and the contract draft . In addition , the contract can be signed sooner than the 1st part of the invitation 8 . on the fourth working day following the expiry of the period of inactivity defined in clause 25 .

9.3 The secretary of the commission provides the proposal to sign the contract to the selected participant and the draft of the contract to be signed electronically . In the case of the purchase of additional construction works , the contracts include the devices and equipment submitted by the tendered by the selected participant .

9.4 On the day of sending the notice of signing the contract to the selected participant, the secretary of the commission sends a notification to the e-mail of the selected participant through the system .

9.5 If the selected participant receives the notice of signing the contract and the contract draft , 10. of this invitation . within the period provided for in clause 1 , and according to the draft of the contract to be signed if an advance payment is stipulated, within 10 working days he does not sign the contract and submits the qualification and contract assurance to the client , and in the event that the draft of the contract to be concluded stipulates an advance payment and the selected participant accepts that condition, then he is deprived of the right to sign the contract.

In addition, the contract draft approved by the selected participant is submitted to the contractor in writing and the note of its submission is recorded in the contractor's document circulation system. The contract draft is approved by the head of the client within two working days following the emergence of that authority and is provided to the selected participant in an accompanying letter on the working day following the approval .

9.6 The selected participant, who has received the offer of the supplier, accepts or rejects the offer presented to him through the system .

9.7 By the agreement of the parties , changes may be made in the draft contract before the end of the period provided for in clause 9.5 of part 1 of this invitation , but they may not lead to changes in the characteristics of the subject of purchase , an increase in the amount of advance payment or the price offered by the selected participant.

9.8 On the working day following the signing of the contract , the secretary of the commission completes the procedure in the system .

**10. QUALIFICATION AND CONTRACT SERVICING**

10. 1 Based on the requirement to submit the qualifications and contract guarantees , within 5 working days after receiving it , the selected participant is obliged to submit qualification and contract guarantees . If the security is presented in the form of a bank guarantee, then the period provided for in this clause is defined as 10 working days. A contract is signed with the selected participant , if the latter presents the qualification and contract ( advance payment ) provisions.

10.2 The amount of the qualification guarantee is equal to 15 percent of the purchase price of the works to be purchased within the framework of this procedure . If the purchase price of the works is less than the price of the contract to be concluded, the amount of the qualification security is calculated in relation to the contract price. The qualification security is presented in the form of cash or guarantees provided by banks. The additional security must be valid at least until the 9th working day following the date of full acceptance of the contract performance by the client.

If the procurement procedure is organized by tranches and the participant is recognized as a selected participant for more than one tranche, he may submit either a separate qualification for each tranche or a single qualification for all tranches. In case of submission of one qualification guarantee, its amount is calculated against the sum of the purchase prices of the presented portions, taking into account the requirements of paragraph "c" of sub-item 1 of Clause 32 of the Order. The qualification security presented in cash should be transferred to the treasury account "900008000698" opened in the name of the authorized body in the Central Treasury.

The assurance of qualification shall be returned to the submitter within five working days following the full acceptance of the result of the contract by the client.

Qualifying security in the form of bank guarantee is submitted by the selected participant as per Annexure 4.

Moreover, if the contracts for the purchase of works are signed on the basis of part 6 of Article 15 of the Law, then the provision of qualification presented in the part of the agreement (agreements) concluded for the given year within the framework of the existing financial allocations is subject to return by the person executing the agreement (agreements) in full. in case of proper execution and its result is fully accepted by the customer.

The qualification security is not returned if the person who submitted it violates an obligation stipulated in the contract, which leads to the unilateral termination of the contract by the client.

10.3. The amount of the contract security is 10 percent of the purchase price . If the purchase price of the works provided for in the draft contract is less than the price of the contract to be concluded, then the amount of the contract security is calculated in relation to the contract price. The security of the contract is presented in the form of a bank draft (appendix 5) or cash.

If the procurement procedure is organized in installments and the participant is recognized as the selected participant for more than one installment, he can submit both separately for each installment and provide one contract for all installments. In case of submission of one contract security, its amount is calculated in relation to the sum of the purchase prices of the presented portions, taking into account the requirements of Sub-Clause 9 of Clause 32 of the Order.

The security of the contract must be valid at least until the 90th working day after the last day of full performance of the obligations defined by the contract to be concluded. The security of the contract is returned to the person who presented it in the case of full fulfillment of the obligations assumed under the concluded contract, within 5 working days following the expiration of the period of full fulfillment of obligations.

presented in cash must be transferred to the treasury account "900008000664" opened in the name of the authorized body in the Central Treasury.

10.4 If the procurement procedure is organized on the basis of Article 15, Part 6 of the Law, and at the time of the emergence of the right to conclude the contract, financial resources are not provided, then the qualification and contract guarantees are presented in the form of a unilaterally approved statement - damages or cash. If at the time of the emergence of the right to conclude the contract:

- planned financial resources exceed 25 mln. AMD, however, for the full execution of the contract, financial resources are required in the future, then the guarantees of the contract and qualification, in terms of allocated financial resources, are presented in the form of a bank guarantee or cash, and in terms of required financial resources, in the form of a unilaterally approved statement of damages or cash.

10.5 In the event that the contract stipulates the provision of an advance payment by the contractor , the selected participant shall also provide the contractor with advance payment security in the form of a bank guarantee in the amount of the advance payment (appendix: 5.2 ) .

10.6 If the contract concluded within the framework of the installment purchase procedure is terminated due to non-fulfillment or improper fulfillment of any portion, then the qualification and contract guarantees are paid only in the amount calculated for that portion.

10.7 The head of the client submits the request for payment of the contract and qualification security to the bank, and in the case of security provided in the form of cash, to the RA Ministry of Finance , in writing within five working days following the date of the security payment . If the request for payment of security is rejected by the bank or the Ministry of Finance of the Republic of Armenia on the basis of incomplete submission of the request or the documents attached to it, the head of the client submits a new request in writing within two working days following the receipt of the rejection.

10.8 The head of the client informs in writing about the return of the contract or qualification assurance :

- in the case of security presented in the form of cash, to the Ministry of Finance of the RA within five working days following the day when the basis for returning the security arises , attaching a copy of the document justifying the payment;

- in the case of security presented in the form of a bank guarantee to the bank that issued the guarantee, within five working days following the day when the basis for returning the security arises .

- in the case of security presented in the form of damages, to the participant who presented it, within five working days following the day on which the basis for returning the security arises .

**11. DISCLAIMER OF CURRENT REGISTRATION**

11. 1 According to Article 37 of the Law , the commission declares that this procedure has not been completed, if :

1) none of the bids meets the conditions of the invitation .

2) the purchase requirement ceases to exist . At the same time, the organized purchase procedure for the needs of the state or communities can be announced in whole or in part based on the decision of the government of the Republic of Armenia or community councils , in the case of other clients , the head of the authorized body implementing the general management , and in the case of foundations , based on the decision of the board of trustees [[9]](#footnote-10).

3) no applicant was submitted .

4) no contract is signed.

This procedure is declared not to have taken place based on point 4 of part 1 of article 3 7 of the Law , if the electronic procurement system is down before the deadline for submission of applications defined in the framework of this procedure has expired .

11.2 During the working day following the announcement of such a procedure , the contractor shall publish an announcement in the bulletin , in which the justification for the announcement of the failure of the procurement procedure is indicated.

**12. ACTIONS RELATED TO THE PURCHASE PROCESS AND (OR)**

**A PARTICIPANT TO APPEAL DECISIONS MADE**

**LAW AND ORDER**

12 . 1 Each interested party has the right to appeal the actions ( inaction ) and decisions of the client , the evaluation committee in accordance with the procedure established by the Civil Procedure Code of the Republic of Armenia ( hereinafter referred to as the Code ) .

Everyone has the right to appeal the characteristics of the subject of purchase or the requirements of the invitation before the deadline for submission of bids in accordance with the procedure established by the Law .

12 . 2. The relations related to this procedure are not administrative relations , and they are regulated by the legislation regulating legal relations between citizens of the Republic of Armenia.

12 . 3. Damages caused as a result of the negligence of the action of the client and the evaluation committee shall be compensated in accordance with the procedure established by the Civil Code of the Republic of Armenia .

12 . 4. The term of inaction defined by this invitation is the term of limitation for actions ( inaction ) of the evaluation committee and the appeal of decisions , except for the appeal of decisions provided for in Article 6 , Part 2 of the Law, and the disputes related to unilateral settlement of the contract , in which case the term of claim is thirty days the other day

12 . 5 . Disputes related to this procedure are examined and resolved in the court of first instance and general jurisdiction of Yerevan city within thirty days after the application is accepted . By the reasoned decision of the court , the period provided for in this part can be extended once by up to ten calendar days .

12.6. The court resolves the issue of taking the lawsuit into proceedings within three days after its submission .

12.7. At the same time as the application is accepted, the court makes a decision to demand from the defendant all the evidence in the defendant's possession related to the data purchase process .

12.8. The decision on requesting evidence is made within five days after receiving the decision from the respondent .

within the period provided for by this clause , the case is examined based on the evidence contained in it , and the facts of the claimant , which are subject to confirmation by the evidence in the possession of the defendant , are considered to be confirmed .

12 . 9. The court merges the cases examined in the proceedings regarding the disputes provided for by this section in one proceeding .

12 . 10. The decision to accept the application for proceedings is immediately sent to the official e- mail address of the authorized body. The authorized body shall promptly publish the decision provided for in this point in the bulletin, indicating the day of suspension .

12 . 11 . The client submits the response to the claim within five days after receiving the decision to accept the claim .

 12 . 12 The persons participating in the case and their representatives are notified of the time and place of the court session , as well as in the cases provided for by the Law , to perform individual judicial actions through electronic communication, by sending the summons and other documents to the e-mail specified in the procedure defined by Article 97 of the Law .

12 . 13 . The court examines the cases with disputes provided for in this section and renders judgments and decisions about them by written procedure , except for the cases when the court , through the mediation of the person participating in the case , voluntarily comes to a conclusion that it is necessary to examine the case in a court session .

12 . 14. The person participating in the case can submit the motion to examine the case at the court session before the deadline for submitting a response to the lawsuit expires.

12 . 15. The court shall make a decision during the hearing of the case after the deadline for submitting the answer to the claim expires, within three days .

12 . 16. The issue of examining the case at the court session can be resolved by the decision to accept the lawsuit .

12 . 17 . The defendant bears the responsibility of proving the facts of the disputed actions ( inaction ) and the circumstances underlying the decisions , as well as the procedure defined by the law and other legal acts for the execution of the disputed actions ( inaction ) and the adoption of the decision.

12 . 18 . The respondent can present evidence justifying the legality of disputed actions ( inaction ) and decisions only during the execution of the decision to request the evidence, except for cases when he justifies the impossibility of presenting the evidence for reasons independent of him .

12 . 19. The appeal of the actions ( inaction ) and decisions of the customer and the evaluation committee ( except for the decisions provided for in Article 6 , Part 2 of the Law ) automatically suspends the procurement process : 12 of this invitation . From the day of publication of the decision provided for in point 10 until the day of entry into force of the final judicial act issued by the court of first instance based on the results of the trial.

12 . 20 . In cases where , based on the interests of public or defense and national security , it is necessary to continue the procurement process , the court issues a decision on suspending the procurement process based on the written mediation of the heads of the bodies defined in part 1 of Article 2 of the Law , and in the case of legal entities, the head of the executive body . The court shall send the decision provided for in this point to the official e-mail address of the authorized body on the day of its determination. The authorized body will immediately publish the decision in the bulletin .

 12 . 21 . The final judicial act of the court in disputes related to the actions ( inaction ) of the contracting authority and the evaluation commission and the appeal of the decisions shall enter into force from the moment of publication .

12.22 : The final part of the court decision or the final judicial act on the date of its publication in disputes related to the actions ( inaction ) of the customer and the evaluation committee and the appeal of the decisions is sent to the official e-mail address of the authorized body . The authorized body publishes the final part of the court decision or the final court act in the bulletin.

12 . 23 . State tax rates for appeals are defined by the " State Tax Law " .

**PART II:**

**INSTRUCTION:**

**TO PREPARE FOR THE OPEN DAY**

**1. GENERALITIES**

1.1 This instruction is intended to assist the participants in preparing the application.

1.2 In the case of expediency , the participant can present the required information in other ways , different from those offered by this instruction , while observing the required validity conditions.

1.3 Applications , apart from Armenian , can be submitted in English or Russian.

**2. THE CURRENT PROGRAM**

To participate in the procedure , the participant submits an application through the system . The relevant documents (information) provided by this invitation are attached to the application .

The participant submits with the application, approved by him :

**1) "Eligibility criteria".**

2.1 application to participate in the procedure - statement according to the added No. 1 .

2.2 the copy of the subcontractor 's contract and the parties' information, if the contract will be executed through an agency .

2.3 the contract of joint activity , if the participants participate in the procurement procedure in the order of joint activity ( consortium ).[[10]](#footnote-11)

2.4 application security, which is presented in the form of cash or bank guarantee ( appendix N 3) . In addition, the original document certifying the payment of cash or a readable version printed (scanned) from the original bank guarantee is submitted with the application .[[11]](#footnote-12)

**2) "Financial standard"** .

2.5 price offer in accordance with Annex N 2 . The price offer is presented in the form of a calculation consisting of the cost (the sum of the cost price and the projected profit) and the value added tax .

2. In the case of the purchase of construction works , a certificate approved by it in accordance with the project documents attached to this invitation , which is an integral part of the contract , about the obligation to install ( use ) materials and ( or ) equipment according to the specified technical specifications and warranty service conditions, before installation ) their technical characteristics , trademarks , brand names , brands and warranty periods by prior written agreement with the customer . The certification provided for in this point is confirmed by a separate application and the contract to be signed. 22:00

2. 7 In this invitation , the documents prepared by the parties are signed by the person presenting them or the last fully authorized person ( hereinafter referred to as the agent ) .

2. 8 Notarized copies may be submitted instead of the original documents accepted for applications.

**Appendix N 1**

" **LM-TH-GHASHZB-24/11** " **\*with code**

**RFP**

**APPLICATION\***

###### to participate in the quotation survey

declares his desire to participate

participle

- declared by code **LM-TH-GHASHZB-24/11**

customer name

Quotation request portion ( s ) and invitation

dose ( s ) number

submits an application in accordance with the requirements.

- declares and certifies that he is

participle

resident.

country name

of​

participle

* The taxpayer registration number is :

The taxpayer identification number

* e-mail address : .

email address

* The business address is :

business address

* the phone number is :

phone number

hereby declares and certifies that:

Participant name

1) and persons related to him

Participant name

meet the requirements of the right to participate defined by the request for quotation with the code "LM-TH-GHASHZB-24/11"\* and undertakes to be selected

Participant name

in case of being recognized as a participant, in the manner and within the time limit specified by the invitation, submit qualification assurance

2 ) In the context of participating in the quotation survey with the code " LM-TH-GHASHZB-24/11 " \*:

* allowing and/or allowing unfair competition, dominance and anti-competitive agreement,
* is absent as defined by the invitation

participle

affiliates and (or )

participle

or more than fifty percent

participle

the case of simultaneous participation of organizations with a share (equity).

Below are the real beneficiaries of

participle

the link to the website containing information on: -- ----------- ----------------------------- \*\*

Attached is the certification about the obligation to install materials and ( or ) devices and equipment that meet the technical specifications defined by the project documents attached above .\*\*\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Participant's name ( managerial position , first name , last name , signature )

K.​ T.​

*\* is completed by the secretary of the commission before publishing the invitation in the bulletin.*

*\*\*- When completing the application statement, the participant who is a resident of the Republic of Armenia indicates "State registration of legal entities, divisions of legal entities, institutions and state registration of individual entrepreneurs" on" according to the law, the link to the website registered in the State Registry Agency of Legal Entities, containing information about its real beneficiaries,*

*- if the participant is not a resident of the Republic of Armenia, when filling out the application statement, replace the words <<link to the website containing information>> with the words <<statement according to Annex 1.3>>,*

*- if the participant is an individual entrepreneur or a natural person, he does not provide information about the real beneficiaries.*

*\*\*\* paragraph and appendix 1.1 are removed if the procurement object is construction works.*

### **Appendix 1.1**

" **LM-TH-GHASHZB-24/11** " **\*with code**

**request for quotation**

### **CERTIFICATION**

### **( or ) devices and equipment that comply with the technical specifications and warranty service conditions defined by the invitation**

- certifies that " LM **-TH-GHASHZB-24/11** " **\***

the name of the partner

of the quotation with the same code , during the performance of the works provided for in the contract signed in the framework of the tender with the same code, it is obliged to install ( use ) materials and ( or ) devices and equipment that meet the technical specifications and warranty service conditions defined in the project documents attached to the contract, before installation ( use ) their technical specifications , trademarks , brand names , brands and warranty periods by prior written agreement with the customer .

name of the participant (leader's position, first name and last name), signature

K.​ T.​

*\*filled by the committee secretary before publishing the invitation in the newsletter.*

### **Appendix 1.3\*\***

**With code** " **LM-TH-GHASHZB-24/11** "\*

**request for quotation**

FORM

STATEMENT OF ACTUAL BENEFICIARIES

1. **The organization**
   1. *Company details*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name is in Latin |  |
| * + 1. State registration number |  |
| * + 1. Registration day, month, year |  |
| * + 1. Registration address: |  |
| * + 1. State of registration |  |
| * + 1. Name and surname of the executive director |  |

* 1. *The person submitting the declaration*

|  |  |
| --- | --- |
| * + 1. The name and surname of the person presenting the declaration |  |
| * + 1. The position of the person submitting the declaration |  |

* 1. *Presentation of the statement*

|  |  |
| --- | --- |
| * + 1. Declaration signing day, month, year |  |
| * + 1. Declaration form |  |
| * + 1. The signature of the applicant |  |

1. **List of shares**
   1. *List of shares*

|  |  |
| --- | --- |
| * + 1. The name of the stock exchange |  |
| * + 1. Reference to stock exchange documents |  |

* 1. *The legal persons controlling the organization*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name is in Latin |  |
| * + 1. State registration number |  |
| * + 1. Registration day, month, year |  |
| * + 1. Registration address: |  |
| * + 1. State of registration |  |
| * + 1. Name and surname of the executive director |  |

* 1. *Level of control*

|  |  |
| --- | --- |
| * + 1. Participation rate (%) |  |
| * + 1. Type of participation | ☐ Direct participation  ☐ Indirect participation |

1. **Participation of the state, community or international organization**
   1. *State or community participation*

|  |  |
| --- | --- |
| * + 1. The name of the state |  |
| * + 1. Community name |  |
| * + 1. Participation rate (%) |  |
| * + 1. Type of participation | ☐ Direct participation  ☐ Indirect participation |

* 1. *Participation in international organizations*

|  |  |
| --- | --- |
| * + 1. The name of the international organization |  |
| * + 1. The name of the international organization is in Latin |  |
| * + 1. Participation rate (%) |  |
| * + 1. Type of participation | ☐ Direct participation  ☐ Indirect participation |

1. **The real beneficiaries**
   1. *Identity credentials*

|  |  |
| --- | --- |
| * + 1. Name |  |
| * + 1. Surname: |  |
| * + 1. Name (Latin) |  |
| * + 1. Surname (Latin) |  |
| * + 1. Citizenship |  |
| * + 1. Birthday, month, year |  |

* 1. *Identity document*

|  |  |
| --- | --- |
| * + 1. Document type |  |
| * + 1. Document number |  |
| * + 1. Delivery day, month, year |  |
| * + 1. The provider |  |
| * + 1. PSC or equivalent number |  |

* 1. *Registration address*

|  |  |
| --- | --- |
| * + 1. The state |  |
| * + 1. The community |  |
| * + 1. The administrative unit |  |
| * + 1. Street name, building (house), apartment |  |

* 1. *Residential address*

|  |  |
| --- | --- |
| * + 1. The state |  |
| * + 1. The community |  |
| * + 1. The administrative unit |  |
| * + 1. Street name, building (house), apartment |  |

* 1. *Foundations of real interest (except for reporting organizations in the field of subsoil use)*

|  |  |
| --- | --- |
| ☐ a . directly or indirectly owns 20 or more percent of the voting shares (shares, stakes) of the given legal entity or directly or directly owns 20 or more percent participation in the legal entity's authorized capital | |
| * + 1. Participation rate (%) |  |
| * + 1. Type of participation | ☐ Direct participation  ☐ Indirect participation |
| ☐ b . exercises real (actual) control over the given legal entity by other means | |
| ☐ c . is a person who is in charge of the activity of the given legal entity and is in charge of the current management position in the special case when he is a natural person who meets the requirements of clauses "a" and "b" | |

* 1. *Basis for becoming a real beneficiary (for reporting organizations in the subsoil use sector)*

|  |  |
| --- | --- |
| ☐ a . directly or indirectly owns 10 or more percent of the voting shares (shares, shares) of the given legal entity or directly or directly owns 10 or more percent participation in the legal entity's authorized capital | |
| * + 1. Participation rate (%) |  |
| * + 1. Type of participation | ☐ Direct participation  ☐ Indirect participation |
| ☐ b . has the right to appoint or remove the majority of members of the legal entity's management bodies | |
| ☐ c . benefited from the legal entity for free in the amount of at least 15 percent of the profit earned by the given legal entity during the previous reporting year | |
| ☐ d . implements real (actual) control over the legal entity and other means | |
| ☐ e . is a person who is in charge of the activity of the given legal entity and is in charge of the current management position in the special case when he is a natural person who meets the requirements of clauses "a"-"d" | |

* 1. *Information on beneficial ownership status*

|  |  |
| --- | --- |
| * + 1. The day, month, year of actual interest |  |
| * + 1. Implementation of control over the organization | ☐ Separately  ☐ With affiliates |
| * + 1. of the reporting organization in the field of soil use is a member of the family of the employee. | ☐ Yes  ☐ No |

* 1. *Beneficiary contact details*

|  |  |
| --- | --- |
| * + 1. El . mailing address |  |
| * + 1. Phone number |  |

1. **Intermediate legal entities**
   1. *Company details*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name is in Latin |  |
| * + 1. State registration number |  |
| * + 1. Registration day, month, year |  |
| * + 1. Registration address: |  |
| * + 1. State of registration |  |
| * + 1. Name and surname of the executive director |  |

* 1. *The real beneficiaries*

|  |  |
| --- | --- |
| * + 1. Name and surname of beneficial owner(s) for whom the organization is an intermediate legal entity |  |
|  |
|  |
|  |
|  |

* 1. *List of shares of the intermediary legal entity*

|  |  |
| --- | --- |
| * + 1. The name of the stock exchange |  |
| * + 1. Reference to stock exchange documents |  |

1. **Additional notes**

|  |
| --- |
| *Additional information or additional clarifications related to the data filled in or subject to completion in the declaration* |
|  |

**I. The declaration filling procedure**

1. In the 1st section of the declaration (Organization), fill in the data of the legal entity submitting the declaration (hereinafter, the Organization). The subsections of this section are supplemented by the following rules:
   1. In the "Organization data" sub-section, the name of the organization (including the Latin letter) and state registration data are filled in, including a note about the legal form of the organization.
   2. In the sub-section "The person submitting the statement" the physical data is filled in, who signs the documents included in the applications for this procedure .
   3. In the sub-section "Declaration submission", the date, month, year, number of the declaration page, as well as the signature of the person submitting the declaration are filled in.
2. Section 2 of the declaration (Shares list data) is completed if the shares of the Organization or other legal entities under the full control of the Organization are listed in the market approved by the Ministry of Justice of the Republic of Armenia, regulated by the criteria for identification of beneficial owners. In case of compliance with the specified criteria, this section is completed for the Organization or another legal entity that fully controls the Organization. In case of completing this section, the following sections of the declaration form are not subject to completion, with the exception of section 5, which is completed if the legal person controlling the Organization as a whole has direct participation in the Organization's statutory capital. The subsections of this section are supplemented by the following rules:
   1. The name of the stock exchange is filled out in the subsection "Stock exchange information" with parentheses and the market identifier code (Market Identifier Code), where the shares of the Organization or other legal entities with full control over the Organization are listed, as well as a reference is made to the stock exchange documents, if any, that contain legal information about the owners of the person.
   2. The sub-section "Data of the legal person controlling the organization" is filled in if the data filled in in sub-section 2.1 of the declaration do not refer to the legal person submitting the declaration, but to another legal person who fully controls the Organization. In this subsection, the name of the legal person controlling the Organization (including Latin letters) and registration data are filled in, including a note on the legal form of the organization, as well as the name and surname of the head of the executive body.
   3. "Control level" sub-section is completed if 2 of the declaration . In the 1st sub-section, the information about the legal person who fully controls the organization has been added. In this subsection, the amount of participation of the legal entity controlling the Organization in the authorized capital of the Organization is indicated, expressed as a percentage, as well as the type of participation. The notes on the size and type of participation in the statutory capital are made in accordance with the rules defined by paragraph "a" of sub-item 5 of point 4 of this order.
3. The 3rd section of the Declaration (Participation of the State, community or international organization) is completed if any state, community or international organization has direct or indirect participation in the authorized capital of the Organization. The section can be completed several times if several states, communities or international organizations have direct or indirect participation in the authorized capital of the Organization. The subsections of this section are supplemented by the following rules:
   1. The sub-section "Participation of the state or community" is filled in if there is direct or indirect participation of the state or community in the authorized capital of the legal entity submitting the declaration. In the case of state participation, the name of the state is filled in this subsection, and in the case of community participation, the name of the community as well. In this subsection, the amount of state or community participation in the legal entity's statutory capital is also filled in with a percentage expression, as well as the type of participation. The notes on the size and type of participation in the statutory capital are made by taking into account the rules defined by paragraph "a" of sub-item 5 of point 4 of this order.
   2. The sub-section "Participation of an international organization" is completed if the legal entity submitting the declaration has direct or indirect participation of an international organization in its authorized capital. In this subsection, the name of the international organization (including the Latin letter), the amount of participation of the international organization in the authorized capital of the legal entity, expressed as a percentage, as well as the type of participation, are filled in. The notes on the size and type of participation in the statutory capital are made in accordance with the rules defined by paragraph "a" of sub-item 5 of point 4 of this order.
4. The 4th section of the declaration (Beneficial information) is completed for each beneficial owner individually, with the number of beneficial owners of the Organization. The subsections of this section are supplemented by the following rules:
   1. The personal data of the real beneficiary are filled in the sub-section "identity certified data". The data are filled in the same way as they are filled in the identity document of the real beneficiary. If the person's name and surname are in Armenian and Latin letters in the last identity document, their transcription is filled in the declaration.
   2. In the "Identity document" sub-section, information about the identity document of the real beneficiary is filled in.
   3. In the "Personal registration address" sub-section, the real beneficiary's registration address is filled in.
   4. The sub-section "Personal residence address" is completed if the beneficial owner's registration address is different from the latter's residential address. In this subsection, the address of the real beneficiary's residence is filled.
   5. The sub-section "Grounds for becoming a beneficial owner (except for reporting organizations in the field of subsoil use)" is completed if the legal person submitting the declaration is not a reporting organization in the field of subsoil use. This sub-section indicates the basis(es) provided by the law on "Anti-Money Laundering and Anti-Terrorist Financing" that the person is the Beneficiary of the Organization, and includes the required information related to those grounds. In the case of being a beneficial owner on more than one basis, a note is made on all the bases in the corresponding points. In this sub-section, the data about the foundations are supplemented by the following rules:

a . In point " **a** " of this subsection, it is indicated if the natural person directly or indirectly owns 20 or more percent of the voting shares (shares, stakes) of the Organization or has a direct or indirect participation of 20 or more percent in the authorized capital of the Organization. Participation can be the share (share) of the Organization with the right of ownership (direct participation) or the share (share, share) of another legal entity with the right of ownership (indirect participation). Indirect participation can be carried out independently of the individual and the Organization from an intermediate legal entity in the chain of the legal entity owning the share (share, interest). In the "Participation amount" field, the amount of participation in the authorized capital of the Organization is indicated, expressed as a percentage. The amount of participation is calculated by taking as a basis the sum of the interests of the shares in the authorized capital of the organization as a result of the direct and indirect participation of the beneficial owner. In case of indirect participation, the participation of the authorized capital beneficiary of the organization is calculated based on the participation amount of each previous intermediate organization, that is, by multiplying the participation amount of the participating legal entity in the authorized capital of the participating legal entity by the percentage participation amount, and so on until the legal beneficiary reaching In the "Participation type" field, a note is made about direct or indirect participation in the authorized capital. In the case of the presence of both direct and indirect participation in the charter capital, a note is made at the same time about the presence of both direct and indirect participation.

b . In point " **b** " of this sub-section, it is noted if the person within the meaning of point "a" is not the real beneficiary of the organization, but controls the organization by virtue of legal instruments (including concluded transactions) or other means based on personal influence.

c . In point " **c** " of this sub-section, it is noted if the person is a natural person who fulfills the requirements of points "a" and "b" of this sub-section, and who is involved in the activities of the Organization and currently holds a management position.

* 1. The sub-section "Requirements for becoming a beneficial owner (for reporting organizations in the field of subsoil use)" shall be completed if the legal person submitting the declaration is a reporting organization in the field of subsoil use. Identification of beneficial owners is carried out according to the standards defined by the Code of Land. The notes in this sub-section are made in the 4 of this order . taking into account the rules defined in point 5. In this sub-section, the data about the foundations are supplemented by the following rules:

a . In point " **a** " of this subsection, it is noted if the natural person directly or indirectly owns 10 or more percent of the voting shares (shares, stakes) of the given legal entity or directly or indirectly owns 10 or more percent of the legal entity's authorized capital. This subsection is completed by taking into account the rules defined by paragraph "a" of subsection 5 of clause 4 of this order.

b . In point " **b** " of this subsection, it is noted if the person has the right to appoint or remove the majority of the members of the management bodies of the legal person.

c . In point " **c** " of this sub-section, it is noted if the person has benefited from the Organization for no reason in the amount of at least 15 percent of the profit earned by the legal entity during the year preceding the reporting year.

d . In point " **d** " of this sub-section, it is noted if a person is not a real beneficiary of the Organization within the meaning of points "a"-"c", but controls the organization by virtue of legal instruments (including concluded transactions) or other means based on personal influence.

e . In point " **e** " of this sub-section, it is indicated if the person is a natural person who fulfills the requirements of points "a"-"d" of this sub-section, and who is involved in the activities of the Organization and currently holds a management position.

* 1. In the sub-section "Information about beneficial ownership status", the day, month, year of the person's becoming beneficial owner of the Organization is filled in. In this sub-section, a note is made about the way of implementation of control over the organization by the beneficial owner. Regarding the implementation of joint control with related parties, it is noted if the actual beneficial Organization controls the related person by acting in concert with it or can control it in the case of acting in concert with its related party. If the legal person submitting the declaration is a reporting organization in the field of subsoil use, in this subsection, a note is also made regarding the actual beneficiary, within the meaning of Article 3, Part 1, Clause 53 of the Subsoil Code, being an official or a member of his family.
  2. In the subsection "Beneficiary's contact details", fill in the e-mail address and phone number of the beneficiary.

1. Section 5 of the declaration (Intermediate legal entities) is completed if the legal entity submitting the declaration has a real interest or a legal entity that fully controls the Organization has a direct participation in the authorized capital of the Organization. This section is subject to completion for each intermediate legal entity individually, with all intermediate legal entities. The subsections of this section are supplemented by the following rules:
   1. In the "Organization data" sub-section, fill in the name of the intermediate legal entity (including Latin letters) and registration data, including a note on the legal form of the organization.
   2. The name and surname of the beneficial owner(s) for whom the organization filled in in this subsection is an intermediate legal entity is filled in the subsection "Beneficial information". If the intermediate legal entity data is completed for the legal entity that fully controls the Organization, this subsection is subject to cancellation.
   3. The subsection "Information on the list of shares of an intermediate legal entity" is subject to mandatory filling. This subsection may be completed if the intermediate legal entity's shares are listed on a regulated market. In this sub-section, the name of the stock exchange is filled in with parentheses and the market identifier code (Market Identifier Code), where the shares of the legal entity are listed, as well as reference is made to the stock exchange documents.
2. Section 6 of the declaration (Additional notes) is filled in if there is additional information or additional clarifications related to the information filled in or subsumed in the declaration. In this sub-section, additional clarifications can be added by the beneficiary about the basis for controlling the Organization, about the bodies of the state (community) that exercise control over the Organization, if the legal entity submitting the declaration has a direct participation of the state or the community in its legal capital, and other expressions related to the declaration.
3. The declaration is completed and signed by the applicant. The numbering of the declaration pages and noting the number of pages in the declaration is mandatory.

*\* is filled in by the secretary of the committee before publishing the invitation in the bulletin.*

*\*\* Appendix 1.3 is not submitted by the participant if the latter is a resident of RA, as well as if the participant is an individual entrepreneur or a natural person.*

**Appendix 2**

" **LM-TH-GHASHZB-24/11** " **\*with code**

**request for quotation**

**BID**

Studying the request for quotation with the code "LM-TH-GHASHZB-24/11"\*, the draft contract to be signed in that number , offers

Participant name

perform the contract in the general terms mentioned below.

AMD

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **measure**  **section numbers** | **Job Title:** | **Value**  **(** sum of cost and projected profit **) /in letters and numbers/** | **VAT\*\***  **/in letters and numbers/** | **Total price:**  **/in letters and numbers/** |
| ***1:*** | ***2:*** | ***3:*** | ***4:*** | ***5=3+4*** |
| **1:** | <<Purchase Item Portion Name N1>> |  |  |  |
| **2:** | <<Purchase Item Portion Name N2>> |  |  |  |
| **3:** | <<Purchase Item Portion Name N3>> |  |  |  |
| **...** | ... |  |  |  |
| **...** | ... |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

name of the participant (leader's position, first name and last name), signature

K. T.

*\* is filled in by the secretary of the committee before publishing the invitation in the bulletin.*

*\*\* if the participant is a value-added tax payer , the amount of value-added tax to be paid to the state budget of the Republic of Armenia according to the agreement is indicated in the 4th column.*

**Appendix 3**

" **LM-TH-GHASHZB-24/11** " **\* code**

**request for quotation**

**WARRANTY N \_\_\_\_\_\_\_\_\_\_**

**1. This guarantee , as well as the printed (scanned) version of this guarantee from the original (hereinafter, guarantee) are**

name of the customer

**(hereinafter referred to as the beneficiary)** code of the procedure **organized by the code**

**in the purchase procedure (hereinafter referred to as the principal).**

Participant name

**arising from ensuring the fulfillment of the obligations specified in the invitation with the same code (hereinafter referred to as guaranteed obligations).**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made by transfer to the beneficiary's account.**

the account number

3. This warranty is irrevocable.

4. The right of the beneficiary arising from this guarantee to demand the payment of the guarantee amount may be transferred to another person with the written consent of the person giving the guarantee.

5. The warranty is effective from the time of issue and is valid under the code by the beneficiary

procedure code

ninety working days from the deadline for submission of bids by the principal in order to participate in the organized procurement process. \*\* Information on the fact of issuing this guarantee: the number of the guarantee, the name of the issuing bank and the code mentioned in point 1 of this guarantee, without specifying the amount of money, the person giving the guarantee sends from his official e-mail address on the day of issuing the guarantee in the invitation to the purchase procedure mentioned in this point mentioned by the secretary of the evaluation committee :

secretary's e-mail mailing address

to the e-mail address.

6. The beneficiary submits the claim to the guarantor in writing. Attached to the request is a copy of the minutes of the meeting of the evaluation commission on rejecting the bid and the guarantee.

7. After receiving the claim and attached documents submitted by the beneficiary, the guarantor shall discuss the submitted claim and attached documents to determine their compliance with the terms of this guarantee within a maximum of five working days.

8. The guarantor rejects the claim of the beneficiary if:

1) the claim or the attached documents do not comply with the terms of this guarantee;

2) the claim was submitted after the expiry of the period defined by the guarantee.

9. In case the guarantor makes a decision to reject the claim, immediately, but not later than on the same working day, he informs the beneficiary about the rejection.

10. The relevant provisions of the Civil Code of the Republic of Armenia apply to this guarantee.

11. Disputes arising in connection with this guarantee are subject to resolution in accordance with the procedure established by the legislation of the Republic of Armenia.

Executive body head

month, date, year

*\*filled by the committee secretary before publishing the invitation in the newsletter.*

\*\* *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law "On Procurement" and the total price of the planned (anticipated) purchase of the works to be purchased within the scope of the given procedure exceeds 25 mln. AMD, then the words "ninety working days" are replaced by the words "one hundred and twenty working days".*

**Appendix 4**

" **LM-TH-GHASHZB-24/11** " **\* code**

**request for quotation**

**WARRANTY N \_\_\_\_\_\_\_\_\_\_**

**(provision of qualification)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

**(hereinafter referred to as the beneficiary)** code of the procedure **organized by the code**

**as a result of the purchase procedure**

the name of the selected participant

**(hereinafter referred to as the principal)** the contract number N to be concluded

**provision of qualifications necessary for the performance of contractual obligations (hereinafter referred to as "guaranteed obligations").**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made by transfer to the beneficiary's account.**

the account number

3. This warranty is irrevocable.

4. The right of the beneficiary arising from this guarantee to demand the payment of the guarantee amount may be transferred to another person with the written consent of the person giving the guarantee.

5. The guarantee is effective from the time of issue and is valid between the beneficiary and the principal N

number of the contract to be concluded

from the date of entry into force of the contract to be concluded with the code

provided for in the contract to be concluded

deadline for work

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor also sends a printed version of the original guarantee from his official e-mail address to the secretary of the evaluation committee mentioned in the invitation to the purchase procedure organized by the code specified in point 1 of this guarantee: ------------- ---------------------- e-mail

secretary's e-mail mailing address

to the address.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the contract concluded with code N, including in it

number of the contract to be concluded

copies of the amendments, additional agreements;

2) [the notice published by the beneficiary in the newsletter at the address www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

7. After receiving the claim and attached documents submitted by the beneficiary, the guarantor shall review the submitted claim and attached documents to determine their compliance with the terms of this guarantee within a maximum of five working days.

8. The guarantor rejects the claim of the beneficiary if:

1) the claim or the attached documents do not comply with the terms of this guarantee;

2) the claim was submitted after the expiry of the period defined by the guarantee.

9 . In case the guarantor makes a decision to reject the claim, immediately, but not later than on the same working day, he informs the beneficiary about the rejection.

10. The relevant provisions of the Civil Code of the Republic of Armenia apply to this guarantee.

11. Disputes arising in connection with this guarantee are subject to resolution in accordance with the procedure established by the legislation of the Republic of Armenia.

Executive body head

month, date, year

*\*filled by the committee secretary before publishing the invitation in the newsletter.*

**Appendix 4.2**

" **LM-TH-GHASHZB-24/11** " **\* code**

**request for quotation**

**TORT AGREEMENT**

**(provision of qualification)**

c. Yerevan "" 20

, represented by the Director of the Company

The name of the company , the name of the director of the company, the passport data , operating on the basis of the charter of the company (hereinafter referred to as the company), hereby unilaterally defines the agreement to pay the following damages:

1. **Subject of consent**

* 1. The company is participated by \* (hereinafter referred to as the Client).

name of the customer

organized by code \* to the purchase procedure.

procedure code

1.2 As a participant selected as a result of the purchase procedure, ensuring the necessary qualifications for the fulfillment of the obligations stipulated in the contract to be concluded, the Company presents to the Customer this damages agreement and the attached payment request completed and approved by the Company.

1.3 The Company irrevocably agrees by signing the payment demand (hereinafter referred to as the Demand) attached to this damages agreement that :

a) By signing the demand letter, the Company gives its certification for the "accepted payment" filled in the "Terms of payment" field of the demand letter, in which case the /paying/ bank serving the Company in connection with the collection of the specified amount - /hereinafter: the Paying Bank/ - does not submit the received Demand Letter to the Company for obtaining additional consent. for, as the Company has already signed the Demand Letter for the purpose of acceptance.

b) The Demand Letter is the basis for the Paying Bank to charge the entire amount specified in the Demand Letter from the Company's account without additional acceptance.

c) The Company may not instruct the Paying Bank in writing or otherwise to withdraw its acceptance of the Demand.

d) The Company certifies that it has accepted the Claim for the full amount of damages.

e) The Company hereby agrees that the Paying Bank shall not bear any responsibility for the legality, validity, submission deadlines and actions taken by the Paying Bank to ensure the fulfillment of the Claim submitted by the Customer and the Claim.

1.4 In case of non-performance or improper performance of the contract concluded by the Company as a result of the purchase procedure, if it leads to unilateral termination of the contract by the Customer, the Customer submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing. In the event that this damages agreement and the attached Demand Letter are confirmed with an electronic digital signature, they are presented to the Paying Bank in electronic media , as well as in paper versions printed from them .

* 1. The Customer may submit other additional documents to the Paying Bank.

1.6 The Bank does not bear any responsibility for the Company's risks (damages suffered by the Company) and negative consequences as a result of the payment of the amount specified in the P order by the Paying Bank . The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.

1.7 In the event that the funds in the Company's account are insufficient , the Paying Bank shall inform the Customer in writing within 2 ( two ) working days after receiving the payment request .

1.8 After presenting this agreement and the attached statement to the Bank, if the money is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau).

1. **Other conditions**

2.1 This agreement and the Letter of Demand are irrevocable, enter into force from the moment of ratification by the Company and are valid until and including the twentieth working day following the date of full acceptance of the results of the execution of the contract signed by the Client.

2.2. By presenting this agreement and the attached Demand Letter to the Paying Bank by the Customer:

2.2.1. The client certifies that the Company has committed a breach of contractual obligations, and

2.2.2. The Company certifies that this Indemnity Agreement and the attached Claim are duly signed by an authorized person of the Company.

2.3 Disputes arising in connection with this Agreement shall be resolved through negotiations. In case of failure to reach an agreement, the disputes are settled by court order.

**3. Address of the company, valid bank terms:**

company name

company address

the name of the bank serving the company

company bank account

the company's taxpayer registration number

name, surname and signature of the director of the company

K.T

Day/month/year

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

|  |  |
| --- | --- |
| 1. **REQUEST FOR PAYMENT\*** | |
| 2 . Number: | |
| 3 . Date of presentation : "\_\_\_" \_\_\_ 20\_\_\_ | |
| 4 . Payer's name , or first and last name (Company : | |
| 5 . Financial organization (bank) serving the payer : | |
| 6 . Payer account number : | |
| 7 . Payer's ID : | |
| 8 . Payer's ID : | |
| 9 . Beneficiary 's name , or first and last name : | |
| 10. Beneficiary's Social Security Number ( not to be filled in ) | |
| 11 . Beneficiary : | |
| 1 2. Financial organization (bank) serving the beneficiary | |
| 1 3. Beneficiary's account number ( no . N) | |
| 1 4. The amount ( in numbers and words ) ` | |
| 15. Accepted amount: (in numbers and words) ( intended for partial acceptance of the specified amount, which is not applied ) | |
| 1 6. The currency ( in words and code ): | |
| 1 7. The purpose of the transaction ( payment ) : *( for qualification assurance )* | |
| 1 8 . Grounds for making the payment: ( Name of the documents , including the agreement on damages, their numbers , the contract based on which the charge is made ) : | |
|  | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages: --- page | |
| 22 . a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22 .b.  K.T. | 2 1. a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1.b. K.T. |
| 2 4 .a. Beneficiary financial institution  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ | 2 3 .a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  2 4 . c "\_\_\_ " \_\_\_ 20\_\_\_ | 23.b. K.T.  23. c . Implementation date: "\_\_\_" \_\_\_ 20\_\_\_ year. |

*\* The payment request letter is filled in accordance with the "Mandatory valid conditions and procedure for filling out the payment request letter" defined in this invitation.*

**Mandatory validity conditions of the payment request and instructions for filling it out**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q/A: | **Validity conditions of the <<Demand for payment>> document** | **checkbox/**  **the existence of a valid condition in the document** | **Eligibility requirement**  **( related to the procurement process )** | **Validity:**  **the complementary side:**  **beneficiary or payer**  **( related to the procurement process )** |
| **1:** | **2:** | **3:** | **4:** | **5:00** |
| 1. | Name of the document | Mandatory | mandatory | <Request for Payment> is pre-filled on the document |
|  | payment request number | Mandatory | mandatory | is completed by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | Mandatory | mandatory | the date of submission of the payment request to the payer's bank by the beneficiary is filled . |
|  | Name of the payer , or first and last name | Mandatory | mandatory  fill in the name of the person (payer) from whose account the amount specified in the claim should be debited. Fill in the name of the payer, the last name, if it is a natural person, the name, if it is a legal person. Additional data are indicated as necessary. Filled in by the payer | filled in by the payer |
| 5. | name of the financial institution (branch) servicing the payer (the payer's bank) | Mandatory | mandatory | filled in by the payer |
| 6. | payer account number | Mandatory | mandatory  the payer's bank account number in the self-service financial organization (branch) is filled in, from which the amount specified in the demand letter must be charged | filled in by the payer |
| 7. | Payer's ID number | Mandatory | optional  is completed in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a registered taxpayer | filled in by the payer |
| 8. | Payer's ID number | mandatory | optional  supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a natural person | filled in by the payer |
| 9. | Beneficiary 's name , or first and last name | Mandatory | mandatory  the name of the beneficiary (payee) is filled. Additional information is provided as necessary | is pre-filled by the beneficiary by invitation |
| 10. | Beneficiary's ID number | Mandatory | optional  ( not filled in during the purchase process ) | ( not filled ) |
| 11. | Beneficiary's ID number | Mandatory | optional  is completed in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is pre-filled by the beneficiary by invitation |
| 12. | the name of the financial institution (branch) serving the beneficiary | Mandatory | mandatory | is pre-filled by the beneficiary by invitation |
| 13. | beneficiary account number | Mandatory | mandatory  treasury ) account number is filled in , to which the funds collected from the payer will be transferred | is pre-filled by the beneficiary by invitation |
| 14. | amount (in numbers and words) | Mandatory | mandatory  the payment subtotal to the beneficiary is filled | filled in by the payer |
| 15. | Amount accepted: (in numbers and words) | Mandatory | optional  (intended for partial acceptance of the specified amount, which does not apply in connection with purchases) | (not filled in and not applied) |
| 16. | currency (in words and code) | Mandatory | mandatory | filled in by the payer |
| 17. | the purpose of the transaction | Mandatory | The words " to ensure qualification " must be filled in | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatory  the documents that are the basis for collecting the amount specified in the demand letter and for payment to the beneficiary, based on which the creditor submits a non-claim letter to the bank servicing the payer, fill in the contract number that is the basis for submitting the demand letter , the cover letter of the purchase procedure according to the damage agreement, | is completed by the beneficiary |
| 19. | Payment Terms: | Mandatory | mandatory  the words <accepted payment> are added,  which means that by signing the demand letter, the payer gives his consent in advance to debit the specified amount from his account | is pre-filled by the beneficiary |
| 20. | the opposite | Mandatory | optional  the payer's bank ) is filled  If the < Basis of payment execution> field is filled, then this data must be filled . | is completed by the beneficiary |
| 2 1.a. | the payer's signature | Mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment terms field , the payer , by signing, agrees in advance to charge the specified amount from his account. If the payer submits the claim electronically, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 2 1.b. | payment | Mandatory | mandatory  in the case of the presence of a stamp , when the payer submits the claim in paper form | is signed by the payer  when submitting in paper form |
| 22.a.​ | beneficiary signature | Mandatory | Mandatory :  filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | the beneficiary | Mandatory | mandatory  in case of seal | is signed by the beneficiary  when presenting to the bank in paper form |
| 2 3 .a . | the signature of the employee of the financial institution (branch) serving the payer | mandatory | mandatory  in case of failure to complete the payment request submitted in paper form to the financial institution serving the payer |  |
| 2 3 .b. | stamp of the financial institution (branch) servicing the payer | Mandatory | mandatory  in case of failure to complete the payment request submitted in paper form to the financial institution serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | Mandatory | mandatory  the date, time, minute of the demand letter must be specified by the financial institution (branch) serving the payer |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | Mandatory | optional  the payment request form is filled out in the case of the presentation of the financial organization serving the beneficiary, where the employee's signature is placed on the paper request form |  |
| 2 4 .b. | the seal of the financial service organization (branch). | Mandatory | optional​  the payment request is filled out in the case of the latter's presentation , where the stamp is placed on the paper request |  |
| 2 4 .c | the date, time, minute of the financial institution serving the interest | Mandatory | optional​  the payment request is completed in the case of the latter's presentation , where these data are placed on the paper request |  |

**Appendix 5**

" **LM-TH-GHASHZB-24/11** " **\* code**

**request for quotation**

**WARRANTY N \_\_\_\_\_\_\_\_\_\_**

**(contract security)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

The name of the participant selected between **(hereinafter the beneficiary) and (hereinafter the principal)**

**of the principal arising from the N contract to be concluded**

number of the contract to be concluded

**ensuring the fulfillment of obligations (hereinafter referred to as guaranteed obligations).**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made by transfer to the beneficiary's account.**

the account number

3. This warranty is irrevocable.

4. The right of the beneficiary arising from this guarantee to demand the payment of the guarantee amount may be transferred to another person with the written consent of the person giving the guarantee.

5. The guarantee is effective from the moment of issue and is valid between the beneficiary and the principal.

number of the contract to be concluded

from the date of entry into force of the contract until the deadline for the performance of the work provided for in the contract to be concluded, including the warranty period

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor also sends a printed version of the original guarantee from his official e-mail address to the secretary of the evaluation committee mentioned in the invitation to the purchase procedure organized for the purpose of concluding the contract mentioned in point 1 of this guarantee: ----------- ------------------------

secretary's e-mail mailing address

the e-mail address.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the N contract, including the ones made in it

number of the contract to be concluded

copies of amendments, additional agreements;

2) [the notice published by the beneficiary in the newsletter at the address www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

7. After receiving the claim and attached documents submitted by the beneficiary, the guarantor shall review the submitted claim and attached documents to determine their compliance with the terms of this guarantee within a maximum of five working days.

8. The guarantor rejects the claim of the beneficiary if:

1) the claim or the attached documents do not comply with the terms of this guarantee;

2) the claim was submitted after the expiry of the period defined by the guarantee.

9. In case the guarantor makes a decision to reject the claim, immediately, but not later than on the same working day, he informs the beneficiary about the rejection.

10. The relevant provisions of the Civil Code of the Republic of Armenia apply to this guarantee.

11. Disputes arising in connection with this guarantee are subject to resolution in accordance with the procedure established by the legislation of the Republic of Armenia.

Executive body head

month, date, year

*\*filled by the committee secretary before publishing the invitation in the newsletter.*

**Appendix 5.1**

**With code "LM-TH-GHASHZB-24/11"\***

**of an invitation to request a quote**

**TORT AGREEMENT**

**(contract security)**

c. Yerevan "" 20

, represented by the Director of the Company

The name of the company , the name of the director of the company, the passport data , operating on the basis of the charter of the company (hereinafter referred to as the company), hereby unilaterally defines the agreement to pay the following damages:

**1. Object of consent**

1.1 The company participates on behalf of \* (hereinafter referred to as the Client).

name of the customer

organized by code \* to the purchase procedure.

procedure code

1.2 As a guarantee of the execution of the contract to be concluded as a result of the purchase procedure, the Company submits to the Customer this indemnity agreement and the attached payment request completed and approved by the Company.

1.3 The Company irrevocably agrees by signing the payment request (hereinafter referred to as the Request) attached to this damages agreement that

a) By signing the demand letter, the Company gives its certification for the "accepted payment" filled in the "Terms of payment" field of the demand letter, in which case the /paying/ bank serving the Company in connection with the collection of the specified amount - /hereinafter: the Paying Bank/ - does not submit the received Demand Letter to the Company for obtaining additional consent. for, as the Company has already signed the Demand Letter for the purpose of acceptance.

b) The Demand Letter is the basis for the Paying Bank to charge the entire amount specified in the Demand Letter from the Company's account without additional acceptance.

c) The Company may not instruct the Paying Bank in writing or otherwise to withdraw its acceptance of the Demand.

d) The Company certifies that it has accepted the Claim for the full amount of damages.

e) The Company hereby agrees that the Paying Bank shall not bear any responsibility for the legality, validity, submission deadlines and actions taken by the Paying Bank to ensure the fulfillment of the Claim submitted by the Customer and the Claim. 1.4 In case of non-fulfillment or improper fulfillment of the contract concluded by the Company as a result of the purchase procedure, the Customer submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing. In the event that this damages agreement and the attached Demand Letter are confirmed with an electronic digital signature, they are submitted to the Paying Bank in electronic media , as well as in printed paper versions.

1.5 The Client may submit other additional documents to the Paying Bank.

* 1. bears no responsibility for the Company's risks (damages suffered by the Company) and negative consequences as a result of the payment of the amount specified in the Order by the Paying Bank . The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.
  2. In the event that the funds in the Company's account are not sufficient , the Paying Bank shall notify the Customer in writing within 2 ( two ) business days after receiving the payment request .
  3. this agreement and the attached statement to the Bank, if the amount is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau).

**2. Other conditions**

2.1 This agreement and the Demand Letter are irrevocable, effective upon ratification by the Company and valid until and including the twentieth business day following the last date of full performance of the Company's obligations under the contract to be concluded.

2.2. By presenting this agreement and the attached Demand Letter to the Paying Bank by the Customer:

2.2.1. The client certifies that the Company has committed a breach of contractual obligations, and

2.2.2. The Company certifies that this Indemnity Agreement and the attached Claim are duly signed by an authorized person of the Company.

2.3 Disputes arising in connection with this Agreement shall be resolved through negotiations. In case of failure to reach an agreement, the disputes are settled by court order.

**3. Address of the company, valid bank terms:**

company name

company address

the name of the bank serving the company

company bank account

the company's taxpayer registration number

name, surname and signature of the director of the company

K.T

Day/month/year

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

|  |  |
| --- | --- |
| 1. **REQUEST FOR PAYMENT\*** | |
| 2 . Number: | |
| 3 . Date of presentation : "\_\_\_" \_\_\_ 20\_\_\_ | |
| 4 . Payer's name , or first and last name (Company : | |
| 5 . Financial organization (bank) serving the payer : | |
| 6 . Payer account number : | |
| 7 . Payer's ID : | |
| 8 . Payer's ID : | |
| 9 . Beneficiary 's name , or first and last name : | |
| 10. Beneficiary's Social Security Number ( not to be filled in ) | |
| 11 . Beneficiary : | |
| 1 2. Financial organization (bank) serving the beneficiary : | |
| 1 3. Beneficiary's account number ( no . N) | |
| 1 4. The amount ( in numbers and words ) ` | |
| 15. Accepted amount: (in numbers and words) ( intended for partial acceptance of the specified amount, which is not applied ) | |
| 1 6. Currency ( in words and code ): | |
| 1 7. The purpose of the transaction ( payment ) : *( to ensure the performance of the contract )* | |
| 1 8 . Grounds for payment: ( Name of the documents , including the agreement on damages, their numbers , the contract on the basis of which the charge is made ) : | |
|  | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages: --- page | |
| 22 . a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22 .b.  K.T. | 2 1. a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1.b. K.T. |
| 2 4 .a. Beneficiary financial institution  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ | 2 3 .a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  2 4 . c "\_\_\_ " \_\_\_ 20\_\_\_ | 23.b. K.T.  23. c . Implementation date: "\_\_\_" \_\_\_ 20\_\_\_ year. |

*\* The payment request letter is filled in accordance with the "Mandatory valid conditions and procedure for filling out the payment request letter" defined in this invitation.*

**Mandatory validity conditions of the payment request and instructions for filling it out**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q/A: | **Validity conditions of the <<Demand for payment>> document** | **checkbox/**  **the existence of a valid condition in the document** | **Eligibility requirement**  **( related to the procurement process )** | **Validity:**  **the complementary side:**  **beneficiary or payer**  **( related to the procurement process )** |
| **1:** | **2:** | **3:** | **4:** | **5:00** |
| 1. | Name of the document | mandatory | mandatory | <Request for Payment> is pre-filled on the document |
|  | payment request number | mandatory | mandatory | is completed by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | mandatory | mandatory | the date of submission of the payment request to the payer's bank by the beneficiary is filled . |
|  | Name of the payer , or first and last name | mandatory | mandatory  fill in the name of the person (payer) from whose account the amount specified in the claim should be debited. Fill in the name of the payer, the last name, if it is a natural person, the name, if it is a legal person. Additional data are indicated as necessary. Filled in by the payer | filled in by the payer |
| 5. | name of the financial institution (branch) servicing the payer (the payer's bank) | mandatory | mandatory | filled in by the payer |
| 6. | payer account number | mandatory | mandatory  the payer's bank account number in the self-service financial organization (branch) is filled in, from which the amount specified in the demand letter must be charged | filled in by the payer |
| 7. | Payer's ID number | mandatory | optional  is completed in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a registered taxpayer | filled in by the payer |
| 8. | Payer's ID number | mandatory | optional  supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a natural person | filled in by the payer |
| 9. | Beneficiary 's name , or first and last name | mandatory | mandatory  the name of the beneficiary (payee) is filled. Additional information is provided as necessary | is pre-filled by the beneficiary by invitation |
| 10. | Beneficiary's ID number | mandatory | optional  ( not filled in during the purchase process ) | ( not filled ) |
| 11. | Beneficiary's ID number | mandatory | optional  is completed in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is pre-filled by the beneficiary by invitation |
| 12. | the name of the financial institution (branch) serving the beneficiary | mandatory | mandatory | is pre-filled by the beneficiary by invitation |
| 13. | beneficiary account number | mandatory | mandatory  treasury ) account number is filled in , to which the funds collected from the payer will be transferred | is pre-filled by the beneficiary by invitation |
| 14. | amount (in numbers and words) | mandatory | mandatory  the payment subtotal to the beneficiary is filled | filled in by the payer |
| 15. | Amount accepted: (in numbers and words) | mandatory | optional  (intended for partial acceptance of the specified amount, which does not apply in connection with purchases) | (not filled in and not applied) |
| 16. | currency (in words and code) | mandatory | mandatory | filled in by the payer |
| 17. | the purpose of the transaction | mandatory | The words " to ensure the performance of the contract " must be added | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatory  the documents that are the basis for collecting the amount specified in the demand letter and for payment to the beneficiary, based on which the creditor submits a non-claim letter to the bank servicing the payer, fill in the contract number that is the basis for submitting the demand letter , the cover letter of the purchase procedure according to the damage agreement, | is completed by the beneficiary |
| 19. | Payment Terms: | mandatory | mandatory  the words <accepted payment> are added,  which means that by signing the demand letter, the payer gives his consent in advance to debit the specified amount from his account | is pre-filled by the beneficiary |
| 20. | the opposite | mandatory | optional  the payer's bank ) is filled  If the < Basis of payment execution> field is filled, then this data must be filled . | is completed by the beneficiary |
| 2 1.a. | the payer's signature | mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment terms field , the payer , by signing, agrees in advance to charge the specified amount from his account. If the payer submits the claim electronically, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 2 1.b. | payment | mandatory | mandatory  in the case of the presence of a stamp , when the payer submits the claim in paper form | is signed by the payer  when submitting in paper form |
| 22.a.​ | beneficiary signature | mandatory | Mandatory :  filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | the beneficiary | mandatory | mandatory  in case of seal | is signed by the beneficiary  when presenting to the bank in paper form |
| 2 3 .a . | the signature of the employee of the financial institution (branch) serving the payer | mandatory | mandatory  in case of failure to complete the payment request submitted in paper form to the financial institution serving the payer |  |
| 2 3 .b. | stamp of the financial institution (branch) servicing the payer | mandatory | mandatory  in case of failure to complete the payment request submitted in paper form to the financial institution serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | mandatory | mandatory  the date, time, minute of the demand letter must be specified by the financial institution (branch) serving the payer |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optional  the payment request form is filled out in the case of submission to the financial institution serving the beneficiary, where the signature of the employee is placed on the request form submitted in paper form. |  |
| 2 4 .b. | the seal of the financial service organization (branch). | mandatory | optional​  the payment request is filled out in the case of the latter's submission , where the stamp is placed on the paper request |  |
| 2 4 .c | the date, time, minute of the financial institution serving the interest | mandatory | optional​  the payment request is completed in the case of the latter's submission , where these data are placed on the paper request |  |

**Appendix 5.2**

**"LM-TH-GHASHZB-24/11" \*code**

**of invitation**

**WARRANTY N \_\_\_\_\_\_\_\_\_\_**

**(advance payment provision)**

**1. This warranty (hereinafter referred to as warranty) is**

name of the customer

The name of the participant selected between **(hereinafter the beneficiary) and (hereinafter the principal)**

**of the advance payment provided for in the contract N to be concluded**

number of the contract to be concluded

**ensuring fulfillment of contractual obligations (hereinafter referred to as guaranteed obligations) within the scope of provision.**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made to the beneficiary's account**

account **by transfer.**

3. This warranty is irrevocable.

4. The right of the beneficiary arising from this guarantee to demand the payment of the guarantee amount may be transferred to another person with the written consent of the person giving the guarantee.

5. The guarantee is effective from the moment of issue and is valid between the beneficiary and the principal N

number of the contract to be concluded

from the date of entry into force of the contract until the deadline for the performance of the work provided for in the contract to be concluded

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor also sends a printed version of the original guarantee from his official e-mail address to the secretary of the evaluation committee mentioned in the invitation to the purchase procedure organized for the purpose of concluding the contract mentioned in point 1 of this guarantee: ----------- ------------------------

secretary's e-mail mailing address

to the e-mail address.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the N contract, including the ones made in it

number of the contract to be concluded

copies of the amendments, additional agreements;

2) [the notice published by the beneficiary in the newsletter at the address www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

7. After receiving the claim and attached documents submitted by the beneficiary, the guarantor shall review the submitted claim and attached documents to determine their compliance with the terms of this guarantee within a maximum of five working days.

8. The guarantor rejects the claim of the beneficiary if:

1) the claim or the attached documents do not comply with the terms of this guarantee;

2) the claim was submitted after the expiry of the period defined by the guarantee.

9. In case the guarantor makes a decision to reject the claim, immediately, but not later than on the same working day, he informs the beneficiary about the rejection.

10. The relevant provisions of the Civil Code of the Republic of Armenia apply to this guarantee.

11. Disputes arising in connection with this guarantee are subject to resolution in accordance with the procedure established by the legislation of the Republic of Armenia.

Executive body head

month, date, year

*\*filled by the committee secretary before publishing the invitation in the newsletter.*

**Appendix 6**

**With code "LM-TH-GHASHZB-24/11"\***

**of an invitation to request a quote**

**FOR STATE REQUIREMENTS------------------------------- PERFORMANCE**

**STATE RECONSTRUCTION AGREEMENT**

**N:**

c. "" 20 years

" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " , i.e. -----------------------------------------------------------------​​​​​​ ​Customer ), on the one hand , and ------------------ n , on behalf of ---------------------- - , which operates on the basis of the charter ( hereinafter referred to as the Executor ), on the other hand , signed this contract regarding the following .

**1. Subject of the contract**

1.1 The Client assigns, and the Executor undertakes ------------------ the obligation to perform the works (hereinafter referred to as work) in accordance with Annex No. 1, which is an integral part of this contract (hereinafter referred to as the contract). defined Technical Specification - purchase schedule requirements.

1.2 The work is carried out in accordance with the Technical Specification - purchase schedule defined by Annex No. 1 of the contract and by the specified dates.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1 The customer has the right to:**

2.1.1 To check the progress and quality of work performed by the Contractor at any time without interfering with the Contractor's activities;

2.1.2 If work inconsistent with the purchase schedule specified in Annex No. 1 of the contract has been performed .

a ) Not to accept the work , setting at his discretion a reasonable period of free replacement of inappropriate work with work that complies with the contract and demanding from the Executor to pay the fine provided for in clause 5.2 of the contract, as well as the penalty provided for in clause 5.3 .

b ) Refuse to perform the contract and demand to return the amount paid for the work and demand from the Executor to pay the fine provided for in clause 5.2 of the contract .

2.1.3 Unilaterally terminate the contract if the Executor has significantly violated the contract . Violation of the contract by the executor is considered essential if :

a ) the performed work does not comply with the requirements defined in Annex No. 1 of the contract ,

b ) the term of performance of the work was violated .

**2.2 The client is obliged to:**

2.2.1 To discuss and accept the result of the work performed in accordance with the Technical Specification- purchase schedule , and in cases of discovering defects as a result of the work , to immediately notify the Executor in writing.

2.2.2 In case of acceptance of the work as a result, to pay to the Executor the sums payable by the latter, and in case of violation of the deadline, also the penalty stipulated in clause 5.5 of the contract.

**2.3 The executor has the right to:**

2.3.1 To demand from the client to pay the amounts payable to him, and in case of violation by the client of the term specified in point 4.2 of the contract, also the penalty provided for in point 5.5 of the contract.

**2.4 The performer is obliged to:**

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

2.4.1 To ensure the performance of the work under the conditions set by Annex No. 1 of the contract , guided by the current legislation.

2.4.2 In the cases provided for in the contract, to pay the penalty and fine provided for in clauses 5.2 and 5.3 of the contract.

2.4.3 In the event of starting a liquidation or bankruptcy process during the process of qualification and ensuring the performance of the contract, notify the Client in advance in writing.

**3. THE PROCEDURE OF RENDERING AND ACCEPTING WORK**

3.1 The completed work is accepted by signing the handover-acceptance protocol between the Client and the Executor. The fact of handing over the work to the Client is recorded by a mutually approved document between the Client and the Executor, specifying the date of the document.

Up to and including the day scheduled for the performance of the work under the contract, the Executor shall provide the Customer with the document, signed by him, recording the fact of handing over the work to the Customer (appendix N 3.1), and through the electronic procurement armeps system (the operation manual is posted on the "Electronic Procurement" section of the website at www.procurement.am in the "purchases" section), as well as the handover-acceptance protocol (appendix N 3). Moreover, the Executor does not sign the handover-acceptance protocol, he confirms it with an electronic signature, filling only those columns that refer to his data (the filling procedure is posted in the subsection "Orders of the Minister of Finance" of the "Legislation" section of the website at the address www.procurement.am).

3.2 If the performed work complies with the terms of the contract, the Customer shall sign and provide the Executor with the handover-acceptance protocol signed by him and the positive conclusion that was the basis for its signing within the working day after the day of receipt of the documents mentioned in point 3.1 of the contract and through the electronic procurement armeps system.

3.3 If the performed work or a part of it does not comply with the terms of the contract, the Client does not sign the handover-acceptance protocol and returns the handover-acceptance protocol and the negative conclusion that was the basis for its non-signing to the Executor through the electronic procurement armeps system within the period specified in clause 3.2 of this contract. In case of application of this clause, the Client takes the measures provided for in the contract for such a situation and applies the measures of responsibility provided for in the contract to the Contractor .

3.4 If the Client does not accept the completed work or does not reject its acceptance within the period defined by clause 3.2 of the contract, then the completed work is considered accepted and on ­the working day following the deadline defined by clause 3.2 of the contract, the Client provides the Contractor with the handover-acceptance protocol signed by him through the electronic procurement system.

**4. CONTRACT PRICE**

4.1. The price of the work to be performed by the Executor under the contract is \_\_\_\_\_\_ (\_\_\_\_ in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) AMD, including VAT.[[12]](#footnote-13)

The price includes all expenses incurred by the Contractor, including taxes, duties and other fees defined by RA legislation.

work is stable and the Executor has no right to demand an increase, and the Client has no right to demand a decrease of that price.

4.1.1 From the date of the contract to ----------- (-------------------------) AMD , the Client transfers to the Performer's bank account as an advance payment. The advance payment is made by making deductions ( deductions ) from the payments made based on the handover-acceptance protocols . Moreover, no payments are made to the Executor until the full payment of the advance payment .[[13]](#footnote-14)

4.2 The client pays for the performed work in AMD cashless by transferring the funds to the contractor's settlement account. The transfer of funds is made on the basis of the handover-acceptance protocol, on the dates specified in the payment schedule of the contract (appendix N 2), but not later than December of the given year.

Moreover, in order to make a payment, within 3 working days after the date of signing the handover-acceptance protocol, the customer enters the payment instruction and a copy of the handover-acceptance protocol into the treasury system of the authorized body, and based on the documents submitted according to the established procedure, the authorized body makes the given payment according to the handover-acceptance protocol. if entered into the treasury system, within five working days within the terms set by the payment schedule of this contract.[[14]](#footnote-15)

**5. LIABILITY OF THE PARTIES**

5.1 The executor is responsible for the performance of the work and compliance with the requirements of this contract.

5.2 In each case of performing work that does not comply with the technical specifications specified in Annex No. 1 of the contract , the Contractor shall be charged a fine in the amount of 0.5 (zero whole five decimal) percent of the amount provided for in clause 4.1 of the contract. [[15]](#footnote-16)Moreover, the fine is also calculated in the event that the work is performed within the period specified by this contract, but is not accepted by the client.

the work stipulated in the contract, the Executor shall be charged a penalty for each delayed working day in the amount of 0.05 (five hundredths of zero) percent of the price of the work to be performed, but not performed .

5.4 The fine and penalty provided for in clauses 5.2 and 5.3 of the contract are calculated and set off against the amounts payable to the Contractor as a result of performing the work .

5.5 In case of violation of the term provided by clause 4.2 of the contract by the client, a penalty of 0.05 (zero whole five hundredths) percent of the payable but unpaid amount is calculated for each delayed working day.

5.6 In cases not provided for by the contract, the parties are liable for failure to fulfill or improper fulfillment of their obligations in accordance with the procedure established by RA legislation.

5.7 Payment of fines and/or fines does not exempt the Parties from fully fulfilling their contractual obligations.

**INVINCIBLE FORCE ( FORCE MAJEURE )**

under this contract and the agreements based on this contract, in whole or in part , if it occurs as a result of force majeure , which arose after signing this contract , and which the parties could not foresee or prevent. Such situations are earthquake , flood, fire . , war , declaring a state of emergency , political unrest , strikes , suspension of work of communication means , acts of state bodies , etc. , which make it impossible to fulfill the obligations under this contract . to me

**7. OTHER TERMS**

7.1 This contract enters into force from the moment of signing by the parties and remains in effect until the parties fully fulfill their obligations under this contract .

A condition for fulfilling the rights and obligations of the parties provided for in the contract is that the contract is registered by the Ministry of Finance of the Republic of Armenia.[[16]](#footnote-17)

7.2 The payment obligation of the party arising from the contract cannot be terminated by counter-obligation arising from another contract , without the written agreement of the parties . The right of claim arising from the contract cannot be transferred to another party without the written consent of the debtor .

7.3 In the event that as a result of monitoring or control over the fulfillment of the requirements of the law or investigation of complaints, it is recorded that during the purchase process, before the conclusion of the contract, the Contractor submitted false documents (information and data), or the decision to recognize the latter as a selected participant does not comply According to the legislation of the Republic of Armenia, after these grounds appear, the Client unilaterally terminates the contract, if the recorded violations, if known before the conclusion of the contract, would have been grounds for not signing the contract according to the legislation of the Republic of Armenia on procurement. At the same time, the Client does not bear the risk of damages or missed benefits for the Contractor as a result of unilateral termination of the contract, and the latter is obliged to compensate the damages suffered by the Client due to his own fault to the extent of which the contract was terminated.

7.4 Disputes related to the contract are subject to examination in the courts of the Republic of Armenia.

7.5 Amendments and additions to the contract can be made only with the mutual consent of the Parties, by signing an agreement , which will be an integral part of the contract .

It is forbidden to make such changes in the contract, and if the price of the contract is factorial, also in the agreement signed in each subsequent year, which lead to an artificial change in the volume of purchased work or the price of the purchased work unit or the price of the contract.

The Government of the Republic of Armenia shall determine each case of modification of the contract under the influence of factors independent of the parties to the contract.

7.6 If the contract was implemented by signing a subcontract.

1) The executor is responsible for non-fulfillment or improper fulfillment of the subcontractor's obligations.

2) in the event of a change in the subcontractor during the performance of the contract, the Executor notifies the Client in writing , providing a copy of the subcontractor contract and the data of the person who is a party to it, within five working days from the date of the change.[[17]](#footnote-18)

7.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several liability. At the same time, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of liability provided for in the contract are applied to the consortium members.[[18]](#footnote-19)

7.8 The deadline for the performance of the work can be extended until the expiry of the contract , in the case of the Executor 's proposal , provided that the Client has not lost the demand for the use of work , and the Executor's proposal was submitted no later than the contractually agreed deadline for the completion of the work at least 7 calendar days before the expiration . Moreover, in the case defined by this point, the deadline for performance of work can be extended once up to 30 calendar days, but not more than the deadline defined by the contract.

7. 9 In the conditions of proper execution of the contract , the benefits (savings) or the losses incurred by the parties (the Contractor or the Client) are the benefits or losses incurred by the given party.

The obligations of the contract parties to third parties, including other transactions concluded by the Executor within the framework of the contract execution and the obligations arising from them, are outside the scope of the contract regulation and cannot affect the acceptance of the result of the contract execution. The relations related to the performance of those transactions and the obligations arising from them are regulated by the norms regulating the relations related to those transactions, and the Executor is responsible for them.

7.10 The contract cannot be modified ­due to partial non-fulfillment of the obligations of the parties or completely resolved by mutual agreement of the parties, except for cases of reduction of financial allocations necessary for the performance of work in accordance with the legislation of the Republic of Armenia. At the same time, it is necessary to obtain the mutual consent of the parties to the contract, the parties to the partial non-fulfillment of the obligations or the full resolution, before reducing the financial allocations necessary for the performance of the work in accordance with the legislation of the Republic of Armenia.

7.11 The Employer shall publish the notice of full or partial unilateral termination of the contract based on non-fulfillment or improper fulfillment of the obligations assumed by the contractor ­in the "Notices of Unilateral Termination of Contracts" section of the website operating at www.procurement.am, indicating the date of publication. The executor, regarding the unilateral termination of the contract, is considered to have been properly notified on the day following the publication of the notice specified in this clause. On the day of publication of the notice of full or partial unilateral termination of the contract in the newsletter, it is also sent to the e-mail address of the Contractor. 7.12 Disputes arising from the contract are resolved through negotiations. In case of failure to reach an agreement, disputes are resolved in RA courts .

7.13 The contract consists of **\_\_\_\_** pages , signed in two copies , which have equal legal force . Appendices N 1, N 2, N 3 and N 3.1 of this contract are an integral part of the contract, each party is given one copy of the contract .

7.14 The law of the Republic of Armenia applies to this contract .

7.15 The performance of the works provided for in the contract is carried out through the availability of financial resources for this purpose and the conclusion of an appropriate agreement between the parties based on this. The contract is terminated if, within six months following the date of its conclusion, financial means are not provided for the performance of the contract for this purpose. At the same time, the calculation of the six-month period given by this clause for the provision of financial resources for concluding each subsequent agreement begins from the date of acceptance by the client of the results of the work specified in the previous agreement. If the amount of financial resources allocated for the execution of the contract exceeds twenty-five times the base unit of purchases, then an agreement will be signed by the Client, if the qualification and contract guarantees presented by the Executor in the form of damages are replaced by a guarantee or cash, taking into account the Government of the Republic of Armenia No. 526 of May 4, 2017- The requirements of paragraph 32, sub-item 1, sub-item "c" and sub-item 17, paragraphs "b" of Annex N 1 of Decision N. Moreover, the Executor signs the agreement, and in the case of replacement of the qualifications and provisions of the contract presented in the form of damages, also submits the new provisions to the Client within fifteen working days from the date of receiving the notification of concluding the agreement. Otherwise, the contract is unilaterally terminated by the Client.[[19]](#footnote-20)

**8. ADDRESSES OF THE PARTIES , BANK AUTHORIZATIONS AND SIGNATURES**

|  |  |
| --- | --- |
| **P A T V I R A T U**  --------------------------------------------  (signature)  K.T. | **K A T A R O G:**  --------------------------------------------  (signature)  K.T. |

*In case of necessity, provisions that do not conflict with the legislation of the Republic of Armenia may be included in the draft of the contract .*

*Appendix N 1*

*" " 20 years sealed*

*contract code*

TECHNICAL CHARACTERISTICS - PURCHASE SCHEDULE\*

AMD

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Work: | | | | | | | | |
| the batch number provided in the invitation | transit coverage provided by procurement plan according to CMA classification (CPV) | technical specifications | the unit of measurement | unit price / Armenian dram | total price/ AMD | total amount | performance | |
| the address | Deadline\*\* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | |  |  |

*\* The period of performance of the works, and in the case of the performance of the contract in stages, the period of the first stage, must be set at least 20 calendar days, the calculation of which is made on the date of the entry into force of the conditions for the fulfillment of the rights and obligations of the parties provided for in the contract, except for the case when the selected participant agrees get the job done in a shorter period of time*

*\*\* If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Purchases", then the calculation of the period is defined in calendar days, calculating from the date of entry into force of the agreement to be concluded between the parties if financial means are provided.*

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **PERFORMER**  -------------------------------------  / signature /  K.​ T: |

*Appendix N 2*

*" " 20 years sealed*

*contract code*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE\*

AMD

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Work: | | | | | | | | | | | | | | | |
| the batch number provided in the invitation | code provided by the procurement plan according to CMA classification (CPV) | the name | prepayments are planned to be made in 2020 according to months, including\*\* | | | | | | | | | | | | |
|  |  |  | january | February | march | April | may | June | July | august | September | October | November: | december | That's all |
|  |  |  | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % |

*\* Payment subtotals are presented in ascending order. If the contract is signed on the basis of Article 15, Part 6 of the Law of the Republic of Armenia "On Procurement", this schedule is completed and signed simultaneously with the agreement between the parties, as an integral part of it.*

*\*\* in the invitation, the amounts are indicated as a percentage, and when signing the contract, instead of the percentage, a specific amount is indicated*

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **PERFORMER**  -------------------------------------  / signature /  K.​ T: |

*Appendix 3*

*" " 20 years sealed*

*contract code*

|  |  |
| --- | --- |
| Party to the contract  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N:**

**OF THE PERFORMANCE OF PART OF THE CONTRACT**

**RECEPTION - ACCEPTANCE**

"" " " 20

Name of the contract / hereinafter : Contract / name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of signing the contract : "\_\_\_\_" "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " 20

Contract number : \_\_\_\_\_\_\_\_\_\_

The Customer and the Contracting Party, based on the performance of the contract " " " " 20 invoice N \_\_\_ written off , made this protocol regarding the following:

Within the scope of the contract , the contracting party performed the following works :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N: | of completed works | | | | | | | |
| the name | technical specification summary | quantitative index | | execution date | | Payment sub-amount /thousand drams/ | The payment term /according to the installment schedule/ |
| according to the purchase schedule approved by the contract | actually | according to the purchase schedule approved by the contract | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 The invoice and the positive conclusion , which are the basis for the approval of this protocol on both sides , are an integral part of this protocol and are attached.

|  |  |
| --- | --- |
| Submitted the work | He accepted the job |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 3.1*

*" " 20 years sealed*

*contract code*

ACT N:

about fixing the fact of handing over the contract result to the Client

hereby recorded that (hereinafter referred to as the Client ) and

Ordering name Performer name

(from now on: K carrier ) between 20 N sealed to

date of conclusion of the contract, contract number

Within the framework of the purchase agreement, the Executor is 20 years old. handed over the following works to the Client for the purpose of handover-acceptance .

|  |  |  |
| --- | --- | --- |
| Work: | | |
| the name | the unit of measurement | amount ( actual ) |
|  |  |  |
|  |  |  |

This deed is made up of 2 copies, one copy is provided to each party.

THE SIDES

|  |  |
| --- | --- |
| **Delivered** | **Accepted** |

representative of the applicant:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |

**Appendix 7[[20]](#footnote-21)**

**With code "LM-TH-GHASHZB-24/11"\***

**of an invitation to request a quote**

**PERFORMANCE OF COMPUTING WORKS OF STATE NEEDS**

**STATE RECONSTRUCTION AGREEMENT**

**N:**

c. "" 20 years

"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_", in the presence of -------------------------- statute on the basis of (hereinafter referred to as the Client), on the one hand, and ------------------, represented by Director --------------- of ------------------------------------------------------------------------------------------------------------ (hereinafter referred to as the Contractor), on the other hand, entered into this agreement on the following .

**1. SUBJECT OF THE CONTRACT**

1.1 The contractor undertakes to fulfill the design documents specified in Appendix N 1 of this contract (hereinafter referred to as the contract) according to the order , volumes , form and deadlines specified in this contract, including the installation (use ) of materials and ( or ) devices and equipment that meet the technical specifications and warranty service conditions provided by them , and the scope sheet - provided in the estimate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The name of the works

works ( hereinafter - work ), and the Client undertakes to accept the performed work and pay for it . An inseparable part of this contract is the certification of the obligation to install ( use ) materials and ( or ) devices and equipment that comply with the technical specifications and warranty service conditions specified by the project documents , submitted by the Contractor in the application within the scope of participation in the purchase procedure with the code .........

1.2 The Contractor shall perform the works provided for in the contract in accordance with urban planning norms and technical and approved design budget documents, as well as the scope of work , which is an integral part of this contract - in accordance with the budget .

1.3 The works provided for in the contract begin after the contract enters into force and the deadline for completion is set at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

the deadline for the works

, phases and volumes provided for by the contract are defined by the calendar presented in Annex 2 of this contract .

**2. EXECUTION OF WORKS BY CONTRACTORS**

2.1 The work is performed with the labor and technical resources, construction materials and resources of the Contractor.

2.2 The contractor is responsible for the quality of the materials and equipment provided.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**3.1. The client is entitled :**

3.1.1 Check the progress and quality of the work performed by the Contractor at any time without interfering with the latter's activity .

3.1.2 In the case of violation of the deadline ( including the calendar schedule ) specified in point 1.3 of the contract by the contractor, set at its discretion a) a new deadline for the performance of the work and demand from the Contractor to pay the penalty provided for in clause 6.2 of the contract .

3.1.3 Not accepting the result of the work in case of non- compliance with the requirements stipulated by clause 1.2 of the contract , setting a reasonable deadline for the elimination of defects at its own discretion and demanding from the contractor to pay the penalty stipulated by clause 6.2 of the contract , as well as the fine stipulated by clause 6.3 .

3.1.4 Unilaterally terminate the contract and demand compensation for the damages caused to him , if :

a ) When the contractor starts the performance of the work or performs the work so slowly that the completion becomes obvious ,

b ) The contractor violates the period provided for in clause 1.3 of the contract ( including the calendar schedule ),

c ) The work performed by the contractor does not comply with the requirements defined in point 1.1 or 1.2 of this contract ,

d ) The contractor has violated the reasonable deadlines for the elimination of work defects on the grounds provided for in clause 3.1.3 of the contract .

3.1.5 Submit claims related to work performance defects within the warranty period .

3.1.6 To authorize a third party for the purpose of carrying out technical supervision regarding the implementation of the work .

3.1.7 Before the Client accepts the results of the work performed by the Contractor , he shall be required to hand over the results of the unfinished work in case of terminating the contract on the grounds provided by the law or the contract .

**3.2. The client is obliged to :**

3.2.1 When performing the work , support the Contractor in the cases provided for by the contract, in the scope and order .

3.2.2 To examine and accept the work performed ( its result ) with the participation of the Contractor in the period and order provided by the contract , and in cases of detecting deviations from the contract that worsen the work result or work defects , to notify the Contractor about it immediately .

3.2.3 Within 5 working days from the date of entry into force of the contract, provide the Contractor with a suitable area for the implementation of the work .

3.2.4 In case of acceptance of the results of the work in .the period provided for in clause 1.3 of the contract , to pay the sub-amounts of the last payment to the contractor

3.2.5 Provide the written consent provided for in sub-clause 2 of clause 3.4.3 of the contract to the Contractor within ....... day. If the Client does not provide the written consent ( non-consent ) to the Contractor within the period specified by this point , then the consent is considered received by the Contractor . The parties can also carry out the procedure of obtaining agreements by exchanging information on e-mail addresses. In this case, the parties exchange the e-mail addresses to which the information should be sent in advance in writing. The documents provided for in this clause are an integral part of the executive acts.

**3.3. The contractor is entitled to :**

3.3.1 In the case of handing over the results of the work within the period provided for in Clause 1.3 of the contract , the Client shall be required to pay the sub-payment provided for in Clause 5.1 of the contract .

3.3.2 In case of violation of the terms specified in clause 5.4 of the contract by the client , to demand from the client to pay the sub-payments and the penalty provided for in clause 6.5 of the contract .

**3.4. The contractor undertakes :**

3.4.1 Perform at least ----- percent of the works personally, according to the order and terms stipulated by the contract, with own working and technical resources, as well as with the necessary construction materials, means and proper quality, in accordance with the project and scope sheet.

3.4.2 Carry out the instructions given by the Customer regarding the work , if they do not contradict the terms of the contract .

3.4.3 Provide՝

1) performing construction works in accordance with urban development normative and technical documents and the conditions of this contract, performing individual testing of engineering communication systems installed by him (power supply, heating, water supply, sewerage, heating, etc.), participating in complex testing of equipment.

2) installation ( use ) of materials and ( or ) devices and equipment that comply with the technical specifications and warranty service conditions defined by the design documents , prior to the installation (use) of their technical specifications , trademarks , brand names , brands, and warranty periods, having been agreed upon in writing with the customer .

3.4.4 When handing over the result of the work to the Client , inform him about the requirements and rules, the observance of which is necessary for the effective and safe use (operation) of the result of the work, as well as provide information about the possible consequences of not observing those requirements and rules.

3.4.5 In case of violation of the period specified in point 1.3 of the contract (including the calendar schedule) and a new deadline for the performance of work is set by the Client , ensure the performance of the work within the specified period and pay the penalty provided for in point 6.2 of the contract for each delayed day .

3.4.6 In case of termination of the contract on the grounds provided for in clause 3.1.4 of the contract , to compensate the damages caused to the Client and to pay the fine provided for in clause 6.3 .

3.4.7 In the event of the necessity of conserving the construction object , he shall use his own means to cover the reasonable costs arising from the necessity of stopping the work and conserving the construction .

3.4.8 If, as a result of the implementation of the construction programs, or during the warranty period set for the individual component, defects in the performed work appear , then K shall undertake to eliminate the defects at the expense of the funds within a reasonable period set by the contractor .

3.4.9 In the contract, the warranty period is defined as ---------------- days (at least 365 calendar days) after the date of acceptance of work A by the Client. If during the warranty period defects of the performed Work appeared , then the Contractor is obliged to eliminate the defects at his own expense within a reasonable period defined by the Client.[[21]](#footnote-22)

3.4.10 The requirements for the technical characteristics and warranty periods of the vessel object , its separate parts ( constructions, etc. ) and materials to be used and/or devices and equipment are presented in Appendix N of the contract .[[22]](#footnote-23)

3.4.11 In the event of starting the liquidation or bankruptcy process during the process of qualification and contract performance assurance , notify the Client in advance in writing .

**4. EMPLOYMENT MANAGER AND RECRUITMENT PROCEDURES**

4.1 The completed work is accepted by signing the handover-acceptance protocol between the Client and the Contractor. The fact of handing over the work to the Client is recorded by a mutually approved document between the Client and the Contractor, specifying the date of the document.

Moreover, the acceptance of the results of the work performed within the framework of this contract and presented to the Client is carried out if the Contractor fully, on a daily basis, has ensured the requirements defined by the urban development normative and technical and approved design budget documents, including the proper organization of the construction site, furnishing, technical safety, sanitary, hygienic and environmental (that including measures of adaptation to climate change) norms, on which there is a written certification of the organization performing technical control over the execution of construction works, which has signed a contract with the Client.[[23]](#footnote-24)

Up to and including the day scheduled for the performance of the work under the contract, the Contractor shall provide the Customer with the document, signed by him, recording the fact of handing over the work to the Customer (Appendix N 4.1), and through the electronic procurement armeps system (the operation manual is posted on the "Electronic" section of the website operating at www.procurement.am in the "purchases" section) - also the handover-acceptance protocol (appendix N 4). At the same time, the Contractor does not sign the handover-acceptance protocol, but confirms it with an electronic signature, filling in only those columns that refer to his data (the procedure for filling in is posted in the subsection "Orders of the Minister of Finance" of the "Legislation" section of the website at www.procurement.am).

4.2 If the performed work complies with the terms of the contract, the Customer signs within \_\_\_\_\_\_ working days from the day following the day of receiving the documents mentioned in point 4.1 of the contract and provides the Contractor with the handover-acceptance protocol signed by him and the positive conclusion that is the basis for signing it through the electronic procurement armeps system. :

4.3 If the performed work or a part of it does not comply with the terms of the contract, the Client does not sign the handover-acceptance protocol and returns the handover-acceptance protocol and the negative conclusion that was the basis for its non-signing to the Contractor through the electronic procurement armeps system within the period specified in clause 4.2 of the contract. In case of application of this clause, the Client shall take the measures provided for in the contract for such a situation and apply the measures of responsibility provided for in the contract to the Contractor.

4.4 If the Client does not accept the completed work or does not reject its acceptance within the period specified in clause 4.2 of the contract, then the completed work is considered accepted and on the ­working day following the deadline specified in clause 4.2 of the contract, the Client provides the Contractor with the handover-acceptance protocol signed by him through the electronic procurement system.

4.5 In the event that the results of certain types of works , stages and volumes provided by the schedule of the work or the contract do not correspond to the project estimate documents, the parties shall make a separate list, listing the sub-additional works and deadlines required for the elimination of defects . The contractor undertakes to perform the necessary works within the limits of the contractual price , without additional payment .

4.6 The following conditions also apply when hiring:

1) After receiving information from the contractor about the completion of the construction, the head of the client takes measures to form a committee for accepting the completed construction (hereinafter referred to as the accepting committee) and accept the completed works, as defined by the decision of the Government of the Republic of Armenia No. 596 of March 19, 2015;

2) the result of the execution of the contract is considered to be fully accepted in the case of the acceptance of the works performed by the head of the state administration body, the commission formed in the manner prescribed by the decision of the Government of the Republic of Armenia No. 596 of March 19, 2015;

3) before the acceptance of the completed construction object, the commission established in accordance with the decision of the Government of the Republic of Armenia No. 596-N of March 9, 2015, documents the completed construction object in accordance with the procedure established by the legislation of the Republic of Armenia and draws up an act of the commission accepting the object into operation;

4) after receiving the act specified in sub-paragraph 3 of this clause in the prescribed manner, the responsible department checks the compliance of the completed construction object (executed works) with the requirements of the contract and, if the executed work:

a. meets the terms of the contract, then a handover-acceptance final protocol is signed to accept the result of the contract execution,

b. does not meet the terms of the contract, then the protocol is not signed.

5) before signing the handover-acceptance final protocol on accepting the results of the execution of the contract provided for in this point, the Client does not pay five percent of the total amount of the works performed for capital construction, and in case of payment in installments, the amount of the last payment, which cannot be less than the amount of the works performed for capital construction of five percent of the total amount.

**5. EMPLOYMENT AND WAGE**

5.1 The total price of this contract is ------------- (------------------) AMD , of which ---------- ( ---------------------------------------- ) RAdram - VAT . The price includes all expenses incurred by the Contractor , in addition to :

1- share .............. (................................) RAdram from which ------- --- ( ---------------------------- ) RAdram - VAT .

----------------------------------------------------- ----------------------------------------------------- --------------

n- th tranche .............. (................................) RAdram from which ------- --- ( -------------------------- [[24]](#footnote-25)) RAdram - VAT .

5.1.1 From the signing of the contract to ----------- (-------------------------) the RAdram is transferred by the Client to the Contractor's bank account as an advance payment . .

At the same time , an advance payment is allocated if the Contractor has fully provided the measures planned at the start of the construction organization, the requirements defined by the urban development normative and technical and approved design budget documents, including the proper organization of the construction site, furnishing, technical safety, sanitary and environmental (including climate change adaptation measures) ) norms, regarding which there is a written certification of the organization carrying out technical control over the execution of the given construction works and having signed a contract with the Client .[[25]](#footnote-26)

The repayment of the advance payment is carried out by making deductions ( deductions ) from the payments made on the basis of the handover-acceptance protocols . Moreover, no payments are made to the Contractor until the full payment of the advance payment .[[26]](#footnote-27)

5.2 The price of the work is stable and the Contractor has no right to demand an increase, and the Client has no right to decrease that price .

5.3 In case of acceptance of separate types of works, phases and volumes provided for in the calendar schedule of the work or the contract, in the order provided by the 4th section of the contract, the client shall pay cashless in Armenian drams by transferring the funds to the account of the Contractor.

The transfer of funds is made on the basis of the handover-acceptance protocol in the months specified in the payment schedule of the contract (appendix N 2), but not later than December of the given year.

Moreover, in order to make a payment, within 3 working days after the date of signing the handover-acceptance protocol, the customer enters the payment instruction and a copy of the handover-acceptance protocol into the treasury system of the authorized body, and based on the documents submitted according to the established procedure, the authorized body makes the given payment according to the handover-acceptance protocol. if entered into the treasury system, within five working days within the terms set by the payment schedule of this contract.[[27]](#footnote-28)

5.4 Payments for execution acts within the scope of the contract are carried out by the following formula: SG=MG/NGxCS, where:

MG is the price specified in clause 5.1 of the contract (if more than one portion is included, then it is the price of the given portion).

NG is the estimated price of construction works published by invitation.

PS is the volume of works presented by the given executive act in monetary terms.

SG is the amount paid for the works specified in the scope sheet-estimate.

**6. LIABILITY OF THE PARTIES**

6.1 The contractor is responsible for maintaining the quality of the work and the deadline specified in clause 1.3 of this contract ( including the calendar schedule ) .

6.2 In case of violation of the deadline for the performance of the work provided by this contract , the Contractor shall be charged a penalty for each delayed working day in the amount of 0.05 ( zero whole five hundredths ) percent of the price of the work to be performed , but not performed .

6.3 In the case of non- acceptance of the work by the Client on the grounds provided for in clause 3.1.3 of the contract , as well as in the case of terminating the contract in accordance with clause 3.1.4 , the Contractor shall be charged a fine in the amount of 0.5 ( zero to five decimal ) percent of the amount provided for in clause 5.1 of the contract . [[28]](#footnote-29)Moreover, the fine is also calculated in the event that the result of the work is performed within the period specified by this contract, but is not accepted by the client.

6.4 The penalties and fines provided for in clauses 6.2 , 6.3 and 6.5.1 of the contract are calculated and set off with the amounts paid to the Contractor .

6.5 For the client's violation of the deadlines provided for in clause 5.3 of the contract , a penalty is calculated for each delayed working day in the amount of 0.05 ( zero whole five hundredths ) percent of the payable but unpaid amount .

6.5.1 Throughout the execution of the works provided for in this contract, for each recorded case of non-compliance with the requirements set by the city-building normative and technical and approved design budget documents, including the proper organization of the construction site, furnishing, technical safety, sanitary-hygienic and environmental (including climate change adaptation measures) norms. the following measures of responsibility are applied to [[29]](#footnote-30):

|  |  |  |
| --- | --- | --- |
| N: | The violation | Responsibility |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

6.6 In the cases provided for in the contract, the parties are responsible for not fulfilling their obligations or not fulfilling them properly according to the procedure defined by the legislation of the Republic of Armenia .

6.7 The payment of fines and ( or ) fines does not exempt the parties from fulfilling their contractual obligations .

**7. INVINCIBLE FORCE ( FORCE MAJEURE )**

their obligations under this contract in whole or in part , if it is caused by force majeure , which arose after signing this contract , and which the parties could not foresee or prevent . Such situations are earthquake , flood , fire , war , declaration of martial law , political unrest , strikes , suspension of work of communication means , acts of state bodies , etc., which make it impossible to fulfill the obligations under this contract . If the impact of the force majeure continues for more than 3 ( three ) months , each of the parties has the right to terminate the contract by notifying the other party in advance .

**8. TERMS**

8.1 The contract enters into force from the moment of signing by the parties and remains in effect until the full fulfillment of the parties' obligations under the contract .

A condition for fulfilling the rights and obligations of the parties provided for in the contract is that the contract is registered by the Ministry of Finance of the Republic of Armenia.[[30]](#footnote-31)

8.2 The payment obligation of the party arising from the contract cannot be terminated by counter-obligation arising from another contract , without the written agreement of the parties . The right of claim arising from the contract cannot be transferred to another party without the written consent of the debtor .

8.3 In the event that, as a result of monitoring or control over the fulfillment of the requirements of the law, or investigation of complaints, it is recorded that during the purchase process, before the conclusion of the contract, the Contractor submitted false documents (information and data), or the decision to recognize the latter as a selected participant does not comply According to the legislation of the Republic of Armenia, after these grounds appear, the Client unilaterally terminates the contract, if the recorded violations, if known before the conclusion of the contract, would have been grounds for not signing the contract according to the legislation of the Republic of Armenia on procurement. Moreover, the Client does not bear the risk of damages or missed benefits for the Contractor as a result of the unilateral termination of the contract, and the latter is obliged to compensate the damages suffered by the Client due to his own fault in the amount in which the contract was terminated, in accordance with the procedure established by the law of the Republic of Armenia.

8.4 Disputes related to the contract are subject to arbitration in the courts of the Republic of Armenia .

8.5 Changes and additions to the contract can be made only with the mutual agreement of the Parties by signing an agreement , which will be an integral part of the contract .

It is forbidden to make such changes in the contract, and if the price of the contract is a factor, also in the agreement signed in each subsequent year, which leads to an artificial change in the volume of work purchased or the unit price of the purchased work or the price of the contract.

The Government of the Republic of Armenia shall determine each case of modification of the contract under the influence of factors independent of the parties to the contract.

8.6 If the contract is executed by signing a subcontract.

1) The contractor is responsible for non-fulfillment or improper fulfillment of the subcontractor's obligations.

2) in case of a change of the subcontractor during the performance of the contract, the Contractor shall notify the Customer in writing, providing a copy of the subcontractor contract and the data of the person who is a party to it, within five working days from the date of the change.[[31]](#footnote-32)

8.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several responsibility. At the same time, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of liability provided for in the contract are applied to the consortium members.[[32]](#footnote-33)

8.8 The term of performance of the work may be extended until the expiration of that period under the contract, in the presence of the Contractor's proposal, provided that the Customer's requirement to use the work has not disappeared, and the Contractor's proposal was submitted no later than at least 7 calendar days after the expiration of the period originally set for the performance of the work by the contract. before ​Moreover, in the case defined by this point, the period of performance of the work can be extended once by up to 30 calendar days, but not more than the period defined by the contract.

8.9 In the conditions of proper performance of the contract, the benefits (savings) or losses suffered by the parties (Contractor or Client) are the benefits or losses suffered by the given party.

The obligations of the contract parties to third parties, including other transactions concluded by the Contractor within the framework of the contract execution and the obligations arising from them, are outside the scope of the contract regulation and cannot affect the acceptance of the result of the contract execution. The relations related to the fulfillment of these transactions and the obligations arising from them are regulated by the norms regulating the relations related to these transactions, and the Contractor is responsible for them.

8.10 The contract cannot be changed ­due to partial non-fulfillment of the obligations of the parties or completely terminated by mutual agreement of the parties, except for cases of reduction of financial allocations necessary for the performance of work in accordance with the legislation of the Republic of Armenia. At the same time, it is necessary to obtain the mutual consent of the parties to the contract, the parties to the partial non-fulfillment of the obligations or the full resolution, before reducing the financial allocations necessary for the performance of the work in accordance with the legislation of the Republic of Armenia.

8.11 ­The Employer shall publish the notice of full or partial unilateral termination of the contract based on non-fulfillment or improper fulfillment of the obligations undertaken by the contractor in the "Notices of Unilateral Termination of Contracts" section of the website at www.procurement.am, indicating the date of publication. The contractor, regarding the unilateral termination of the contract, is considered to have been duly notified on the day following the publication of the notice specified in this clause. On the day of publication of the notice of full or partial unilateral termination of the contract in the newsletter, the Customer shall also send it to the Contractor's e-mail.

8.12 Disputes arising in connection with this contract are resolved through negotiations . In case of failure to reach an agreement, the disputes are settled by court procedure .

8.13 This contract consists of \_\_\_\_ pages , it is signed in two copies , which have equal legal force , one copy is given to each party . Appendices N 1, N 2, N 3, N 4 and N 4.1 of this contract are considered an integral part of the contract .

8.14 The law of the Republic of Armenia applies to relations related to this contract .

8.15 The performance of the works provided for in the contract is carried out through the availability of financial resources for this purpose and the conclusion of an appropriate agreement between the parties based on this. The contract is terminated if, within six months following the date of its conclusion, financial means are not provided for the performance of the contract for this purpose. At the same time, the calculation of the six-month period given by this clause for the provision of financial resources for concluding each subsequent agreement begins from the date of acceptance by the client of the results of the work specified in the previous agreement. If the amount of financial resources allocated for the execution of the contract exceeds twenty-five times the base unit of procurement, then an agreement will be signed by the Client, if the qualification and contract guarantees presented by the Contractor in the form of damages are replaced by a guarantee or cash, taking into account the Government of the Republic of Armenia N 526 of May 4, 2017 The requirements of paragraph 32, sub-point 1, sub-point "c" and sub-point 17, paragraphs "b" of Annex N 1 of Decision N. At the same time, the Contractor signs the agreement, and in the case of replacing the qualifications and provisions of the contract presented in the form of damages, also submits the new provisions to the Client within fifteen working days from the date of receiving the notification of concluding the agreement. Otherwise, the contract is unilaterally terminated by the Client.[[33]](#footnote-34)

**9. ADDRESSES OF THE PARTIES , BANK AUTHORIZATIONS AND SIGNATURES**

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **CONTRACTOR:**  -------------------------------------  / signature /  K.​ T: |

*In case of necessity, provisions that do not conflict with the legislation of the Republic of Armenia may be included in the draft of the contract .*

*Appendix No. 1*

" *" 20 years sealed*

*contract code*

**VOLUME SHEET - INVOICE\***

" **TITLE OF WORKS** " **PERFORMANCE OF WORKS**

*Is attached*

\* The contractor performs the works in Marts, Karinj and Chkalov settlements.

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **CONTRACTOR:**  -------------------------------------  / signature /  K.​ T: |

*Annex number 2*

*" " 20 years sealed*

*contract code*

**CALENDAR \***

" **TITLE OF WORKS** " **PERFORMANCE OF WORKS**

|  |  |  |  |
| --- | --- | --- | --- |
| N is / k | Different types of works to be performed by the contractor  names | Work completion date\*\* | |
| The beginning | The end |
| 1: |  | Within 5 working days after the contract enters into force. | After the agreement between the parties enters into force: 15 . 12 . 2024 |
| **TOTALLY** | |  |  |

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **CONTRACTOR:**  -------------------------------------  / signature /  K.​ T: |

*\* The period of performance of the works, and in the case of the performance of the contract in stages, the period of the first stage, must be set at least 20 calendar days, the calculation of which is made on the date of the entry into force of the conditions for the fulfillment of the rights and obligations of the parties provided for in the contract, except for the case when the selected participant agrees get the job done in a shorter period of time. This condition does not apply in the case of the purchase of construction works carried out with approved design documents.*

*\*\* If the contract is signed on the basis of Article 15, Part 6 of the RA Law "On Purchases", then the beginning of the term is indicated in the <<Beginning>> column on the date of entry into force of the agreement between the parties in case of financial resources , and "End" In the " column, the execution period is defined in calendar days .*

*Appendix N 3*

*" " 20 years sealed*

*contract code*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE \*

AMD

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Work: | | | | | | | | | | | | | | | |
| the batch number provided in the invitation | cover provided by the procurement plan according to the CMA classification (CPV) | the name | prepayments are planned to be made in 2020 according to months, including\*\* | | | | | | | | | | | | |
| 1: | 45231115 | Tumanyan community March , Karinj and: Not holding settlements gas distributor internal network expansion works | january | February | march | April | may | June | July | august | September | October | november | december | That's all |
|  |  | Community 45 % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | 45 % | 45 % | 45 % | 45 % |
|  |  | State 55 % |  |  |  |  |  |  |  |  |  |  |  |  | 55 % |

*\* Payment subtotals are presented in ascending order. If the contract is signed on the basis of Article 15, Part 6 of the Law of the Republic of Armenia "On Procurement", this schedule is completed and signed simultaneously with the agreement between the parties, as an integral part of it.*

*\*\* in the invitation, the amounts are indicated as a percentage, and when signing the contract, instead of the percentage, a specific amount is indicated*

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  -------------------------------------  / signature /  K.​ T: |  | **CONTRACTOR:**  -------------------------------------  / signature /  K.​ T: |

*Appendix No. 4*

*" " 20 years sealed*

*contract code*

|  |  |
| --- | --- |
| Party to the contract  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N:**

**OF THE PERFORMANCE OF PART OF THE CONTRACT**

**RECEPTION - ACCEPTANCE**

"" " " 20

Name of the contract / hereinafter : Contract / name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of signing the contract : "\_\_\_\_" "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " 20

Contract number : \_\_\_\_\_\_\_\_\_\_

The Customer and the Contracting Party, based on the execution of the contract " " " " 20 invoice N \_\_\_ written off , made this protocol regarding the following:

Within the scope of the contract , the contracting party performed the following works :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N: | of completed works | | | | | | | |
| the name | technical specification summary | quantitative indicator | | execution date | | Payment sub-amount /thousand drams/ | The payment term /according to the installment schedule/ |
| according to the purchase schedule approved by the contract | actually | according to the purchase schedule approved by the contract | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 The invoice and the positive conclusion , which are the basis for the approval of this protocol on both sides , are an integral part of this protocol and are attached.

|  |  |
| --- | --- |
| Submitted the work | He accepted the job |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 4.1*

*" " 20 years sealed*

*contract code*

ACT N:

about fixing the fact of handing over the contract result to the Client

is hereby recorded that ( hereinafter referred to as the Client ) and

Client name Contractor name

(hereinafter: K apalaru ) between 20 years . N sealed to

date of conclusion of the contract, contract number

within the framework of the purchase agreement, the Contractor 20 handed over the following works to the Client for the purpose of handover-acceptance .

|  |  |  |
| --- | --- | --- |
| Work: | | |
| the name | the unit of measurement | amount ( actual ) |
|  |  |  |
|  |  |  |

This deed is made up of 2 copies, one copy is provided to each party.

THE SIDES

|  |  |
| --- | --- |
| **Delivered** | **Accepted** |

representative who designed the application:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |

1. *If the purchase is made on the basis of urgency, in the form of purchase from one person , then:*

   *- The 2nd paragraph of point 3.1 is written with the following edit: " The participant has the right to request clarification of the invitation from the commission at least one calendar day before the deadline for submission of applications. The clarification of the invitation can be requested until 17:00 ( Yerevan time ) on the date specified in this point. " The commission provides clarification to the participant who made the inquiry during the calendar day following the day of receipt of the inquiry , but no later than at least 3 hours before the deadline for submission of applications for the procedure . The participant submits the question mentioned in this point to the e-mail of the commission's secretariat. The explanation about the request is sent to the secretary of the committee through the e-mail provided by this invitation to the participant by sending the request to the received e-mail . ".*

   *- Clause 3.4 is written as follows: "3.4 At least one calendar day after the deadline for submission of applications, changes can be made to the invitation. On the day of making the change, an announcement about making the change is published in the newsletter . ".*

   *- Clause 3.6 is written as follows: "3.6 In case of changes in the invitation, the deadline for submitting applications is counted from the day of publication of the announcement in the bulletin about those changes." »* [↑](#footnote-ref-2)
2. *In case of organizing the purchase by tender or request for quotation, this sentence is removed from the invitation, if:*

   *based on Article 15, Part 6, Clause 1 of the Law*

   *- the price of the work to be purchased within the framework of the purchase procedure ( planned (anticipated) total purchase price) does not exceed 25 mln. Armenian dram* [↑](#footnote-ref-3)
3. *the participant submits an application in the "Application" field in the system, after which he only needs to fill in the remaining fields, otherwise the application documents will not be opened during the evaluation. This sentence is removed from the invitation if the procurement procedure is not organized in installments* [↑](#footnote-ref-4)
4. *, the declaration published with the link to the website containing information on the real beneficiaries mentioned in the application statement is published .* [↑](#footnote-ref-5)
5. *The sub-paragraph is omitted if no security requirement is specified for the application.*

   *9 The sub-clause and the paragraph are omitted if it is not a procurement project .* [↑](#footnote-ref-6)
6. *The penultimate paragraph of point 7.1 is removed if the procurement procedure is not organized based on point 2 of part 6 of article 15 of the Law .* [↑](#footnote-ref-7)
7. *This point is removed from the invitation if the procurement procedure is not organized in installments.* [↑](#footnote-ref-8)
8. *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law "On Procurement" and the total price of the planned (anticipated) purchase of the works to be purchased within the scope of the given procedure exceeds 25 mln. AMD, then in clause 7.4 the words "90 (ninety) working days" are replaced by the words "one hundred and twenty working days".* [↑](#footnote-ref-9)
9. *This clause is edited according to the respective provider .* [↑](#footnote-ref-10)
10. *a joint operation (consortium), the documents submitted by the participant must be approved by all members of the consortium.* [↑](#footnote-ref-11)
11. *If the invitation does not specify a requirement for submitting the application security , then this point is removed from the invitation .*

    *22 Clause is omitted if the subject of the purchase is not construction work.* [↑](#footnote-ref-12)
12. *If the price offer was submitted by the Contractor without VAT, the words "including VAT" shall be removed when concluding the contract.* [↑](#footnote-ref-13)
13. *The executor may refuse the proposed advance payment or part of it. Moreover, in the contract to be concluded, the advance payment is defined in the amount agreed between the Client and the Executor. If the contract does not provide for an advance payment, then this clause is removed from the project.* [↑](#footnote-ref-14)
14. *In the case of clients who do not have accounts in the Treasury, the last paragraph of this clause is edited with the following content: "Moreover, the payment for the purchase is made within the period specified by the payment schedule of this contract, within five working days."* [↑](#footnote-ref-15)
15. *If the contract was signed on the basis of clause 6 of Article 15 of the RA Law "On Purchases", the fine is calculated in relation to the price of the agreement, within the framework of which the circumstance of non-fulfillment or improper fulfillment of the assumed obligations was recorded.*

    *If the contract includes more than one portion, the penalty is calculated according to the total price set for that portion in the contract.* [↑](#footnote-ref-16)
16. *In case of purchases that do not cause obligations at the expense of the state budget funds, this sentence is removed from the contract.* [↑](#footnote-ref-17)
17. *This clause is removed from the contract if the contract is not implemented by signing a subcontract.* [↑](#footnote-ref-18)
18. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-19)
19. *If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Procurement" and the price of the contract does not exceed sixty-five times the basic purchase unit, then this clause is edited by removing the 4th sentence from the last one, and the 5th sentence is edited as follows: " , and in the case of replacement of the qualifications presented in the form of damages and provisions of the contract, also the new provisions" by replacing the words "and". This clause is removed from the contract, if the contract is not concluded on the basis of part 6 of Article 15 of the RA Law "On Procurement".* [↑](#footnote-ref-20)
20. *This appendix is removed from the invitation if the subject of purchase is construction works.* [↑](#footnote-ref-21)
21. *This clause is removed from the draft contract if the construction project being the subject of the purchase requires design documents.* [↑](#footnote-ref-22)
22. *This clause shall be omitted from the draft contract if not applicable* [↑](#footnote-ref-23)
23. *Paragraph 2 of Clause 4.1 is removed from the draft contract if the construction project is not the subject of the purchase.* [↑](#footnote-ref-24)
24. *If the price offer was submitted by the Contractor without VAT, the words "of which -------- (---------) AMD - VAT" are removed from this clause when concluding the contract.* [↑](#footnote-ref-25)
25. *Paragraph 2 of clause 5.1.1 is removed from the draft contract if the subject of the purchase is not a construction project.* [↑](#footnote-ref-26)
26. *The Contractor may refuse the proposed advance payment or part thereof. Moreover, in the contract to be concluded, the advance payment is defined in the amount agreed between the Client and the Contractor. If the contract does not provide for an advance payment, then this clause is removed from the project.* [↑](#footnote-ref-27)
27. *In the case of clients who do not have accounts in the Treasury, the last paragraph of this clause is edited with the following content: "Moreover, the payment for the purchase is made within the period specified by the payment schedule of this contract, within five working days."* [↑](#footnote-ref-28)
28. *If the contract was signed on the basis of clause 6 of Article 15 of the RA Law "On Purchases", the fine is calculated in relation to the price of the agreement, within the framework of which the circumstance of non-fulfillment or improper fulfillment of the assumed obligations was recorded.*

    *If the contract includes more than one portion, the penalty is calculated according to the total price specified in the contract for that portion .* [↑](#footnote-ref-29)
29. *if the subject of the purchase is not a construction project, clause 6.5.1 shall be removed from the draft contract, and the words "and approved design estimate" shall be removed from clause 1.2, and the reference to clause 6.5.1 shall be removed from clause 6.4.* [↑](#footnote-ref-30)
30. *In case of purchases that do not cause obligations at the expense of the state budget funds, this sentence is removed from the contract.* [↑](#footnote-ref-31)
31. *This clause is removed from the contract if the contract is not executed by signing a subcontract .* [↑](#footnote-ref-32)
32. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-33)
33. *If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Procurement" and the price of the contract does not exceed twenty-five times the basic purchase unit, then this clause is edited by removing the 4th sentence from the last one, and the 5th sentence is edited: By replacing the words "and in the case of replacement of the qualification presented in the form of damages and provisions of the contract, also the new provisions" with the word "and". This clause is removed from the contract, if the contract is not concluded on the basis of part 6 of Article 15 of the RA Law "On Procurement".* [↑](#footnote-ref-34)