*Appendix N 1*

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

*Order N 87-A*

*Exemplary shape*

STATEMENT:

URGENT ONE FROM PERSON ABOUT PURCHASE

This text of the statement is approved by the evaluation committee

20 November 23 \_ \_ By decision No. 01 of 27

Code of the procedure: LM - TH - HMAAPZB -23/30

The client is the Tumanyan community hall, which is located at 1 building, Central street, Tumanya city, Lori marz, RA . declares Urgent one from the person purchase , which is carried out in one stage through the Armeps ( [www.armeps.am](http://www.armeps.am) ) electronic procurement system.

 As a result of this procedure , the selected participant will be offered to sign **the Agricultural Equipment /** Hay Press / Supply Agreement (hereinafter referred to as the Agreement) in accordance with the established procedure.

 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 presented to the persons who do not have the right to participate in this procedure, as well as to the 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.

The provisions of the World Trade Organization Government Procurement Agreement apply to this procedure.[[1]](#footnote-1)

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 Armeps (www.armeps.am) electronic procurement system [by](http://www.armeps.am) the date of publication of this announcement: 01.12 . In 2023 , at 1 6:00 . In addition to Armenian, applications can also be submitted in English or Russian.

Bids will be opened electronically 01,12 . In 2023 , at 1 6:00 .

The appeal regarding this procedure is carried out in accordance with the procedure established by the RA Law on Procurement and the RA Civil Procedure Code.

You can contact Margarit Chatinyan, secretary of the evaluation committee, to get additional information related to this announcement

**Phone: 093628881**

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

**Client: RA Lori region: Tumanyan community hall**

*Confirmed is*

*LM - TH - HMAAPDSB -23/30 cover with g*

*Urgent one from the person of purchase evaluation committee*

 *In 2023 November 2 7 : By decision N 01*

***Tumanyan community hall***

Q: R: a V: E: R:

**Tumanyan's COMMUNITY HISTORY NEEDS FOR : AGRICULTURAL TECHNIQUE / hay press / ACQUISITION ON PURPOSE ANNOUNCED URGENT ONE FROM PERSON PURCHASE:**

*Dear participant before application making up and: presenting please are in detail study hereby How much is the invitation ? that to the invitation non-compliant applications subject to are of rejection*

*If: you registered you are not electronic shopping system , however wish you have to participate hereby to the procedure , then application to present for necessary is self-register in the Armeps system (* [*www.armeps.am*](http://www.armeps.am) *). System to register conditions established are* [*www.procurement.am*](http://www.procurement.am) *at the address active shopping official newsletter Legislation department Guidelines , manuals subsection placed* [*Armeps electronic shopping system of the user Economical operator guide*](http://gnumner.am/website/images/original/e97e36cf.docx) *to .*

*The guide available is as follows: in reference to* <http://gnumner.am/hy/page/ughecuycner_dzernarkner/>*\_*

*At the same time:*

 *- when entering the application into the electronic procurement Armeps (www.armeps.am) system (hereinafter referred to as the system), it is necessary to be guided by the* [*Electronic Procurement Performance Guide*](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) *posted in the Legislation section of the Legislation section of the official procurement bulletin at* [*www.procurement.am .*](http://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 the event 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: at the address (phone: (+37411) 28-93-20).*

*System How to register ? also application presenting free of charge is \_*

**CONTENTS**

**Tumanyan's COMMUNITY HISTORY NEEDS FOR : AGRICULTURAL TECHNIQUE / hay press / ACQUISITION ON PURPOSE ANNOUNCED URGENT ONE FROM PERSON PURCHASE:**

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1. Purchase subject natural thing \_

2. To participate participation of right requirements and: their evaluation the procedure , the conditions for submitting qualification assurance in case of being recognized as a selected participant

3. Invitation clarification and: in the invitation change to perform there was c

4. Application to present there was c

5. Application let's see the offer

6. Application c productivity the term in applications change to perform and: them with to take there was c

7. Application provision[[2]](#footnote-2)

8. H cheeks opening , evaluation and: results summary

9. Write a contract sealing

10. Qualification and Terms provisions

11. Current c \_ non-existent to announce

12. Purchase c process with connected c \_ and ( or ) accepted the decisions to appeal to participate the right and: there was c

**PART II . URGENT ONE FROM PERSON PURCHASE: THE APPLICATION TO PREPARE INSTRUCTION:**

1. General provisions

2. Current issue \_ the application

3. Appendices 1-6

 Present the invitation provided is in: addition LM - TH - HMAAPDSB - 23/30 under cover held Urgent one from the person of purchase ( henceforth - current c ) statement .

Present the invitation to be composed is c samples about RA: legislation , that including : Shopping about RA: of the Law ( hereinafter : the Law ), RA of the government in 2017 N 526 of May 4- N by decision approved Shopping c process organization Kar G ( hereinafter : Kar G ) , RA of the government in 2017 April 6 N 386- N by decision approved Procedure for making purchases in electronic form and: other legal of acts requirements appropriate and: purpose: has Tumanyan community hall ( hereinafter : the client ) by declared current c \_ to participate intention having to inform persons ( hereinafter - participants ) . current c i conditions like c \_ subject , current year \_ holding , to the selected participant to decide and: his with provided \_ \_ to seal about how \_ also to assist current c i the application while preparing .

Applications: can are submit registered in the system all people , independent to them - a foreigner physical person , organization , citizenship without person to be out of the bowl .

System as participant \_ to register purpose the person entry is operates at www.armeps.am active internet website and: filling appropriate required information from \_ after registration to confirm purpose electronic of mail through received number and ( or ) letters the combination input is h system . Marked information \_ correct input ­letter ­\_ ­\_ after the person considered is h system registered Participant of what? about automatic manner gets is notification : To participate registration automatic manner considered is cancel if : h system to register from the date including 30 calendar days of the day during the latter entry no in action h system or entry is works , however system no input the information This case is being implemented is registration new process :

Present current c i with connected of relations towards applies is Armenia Republic the right . Present current c i with connected disputes subject to are exam Armenia Republic in the courts .

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 subject of the purchase is the acquisition of agricultural machinery / tiller/ for the needs of the Tumanyan municipality (hereinafter also referred to as goods), which are grouped in one portion:

|  |  |
| --- | --- |
| Portions | Name of dose |
| numbers | purchase price |
| 1: | 4000000 | Agricultural equipment / hay press / acquisition |

The technical characteristics of the product, as well as the specification, technical data and a full 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.

When using references in the technical specifications in Annex N 6 of this invitation , the brand name, model and manufacturer of the offered products are presented to the participants as equivalent.

**2. PARTICIPANT PARTICIPATION RIGHT QUALIFICATION REQUIREMENTS \_ STANDARDS AND THEIR C NAHATMAN There was G**

2.1 This procedure to participate right they don't have persons .

1) which ones? the application to present of the day as of judicial in order recognized are bankrupt .

3) which ones? or to whom executive of the body representative the application to present on the day preceding five years during convicted is been of terrorism financing , child operation or human trafficking including crime , criminal cooperation to create or that to participate , bribe to receive a bribe to give or of bribery mediation and: by law planned economic activity against directed crimes for , except it cases when \_ conviction by law established in order extinguished or abolished is \_

4) to whom? regarding shopping in the field anti-competitive of agreement , dominant position of abuse or unscrupulous competition for responsibility defining administrative the act the application to be presented on the day preceding three of the year during become is unappealable , huh? appealed to be case to be left is unchanged .

 5) which ones? the application to present of the day as of included are Eurasian economic to the union member countries shopping about legislation according to published shopping to the process to participate right without participants in the list .

6) which ones? the application to present of the day as of included are shopping to the process to participate right without participants in the list .

Moreover, if the participant was included in the lists provided for in sub-clauses 5 and 6 of this clause after the date of submission of the application, then his given application is not subject to rejection.

The participant is included in the list of participants who do not have the right to participate in the procurement process (hereinafter also the list) if:

* violated the obligation provided for in the contract or undertaken within the scope of the purchase process, which led to the unilateral termination of the contract by the customer or the termination of the given participant's further participation in the purchase process, and the participant did not pay the amount of the bid, contract and (or) qualification security within the period specified by the invitation and (or) contract;
* as a selected participant has refused or has been deprived of the right to enter into a contract.

2.2 In order to evaluate the right to participate, the participant must submit the following approved by him with the application 2. 1 of the 2nd part of the invitation with a point planned in writing statement. Besides hereby with a point planned from the announcement participation of right evaluation for from the participant , that seems selected from the participant other documents or justifications they are not can be required To participate statement authenticity appraiser the commission ( hereinafter : commission ) assessment is hereby by invitation established with conditions .

2.3: Participant: 6th of O renk 1 of the article part 6 \_ with a point planned in the list being included in it location during the period , automatically leads to is the latter with interconnected persons shopping to the process participation of right of limitation .

 Prohibited is hereby with a point established interconnected persons and ( or ) the same by person ( s ). established or more than fifty percent at the same time belonging to person ( s ) . having a share \_ \_ organizations simultaneous participation hereby to the procedure ( at the same time dose ), except of the state or communities from established organizations and ( or ) jointly c productivity there was c ow ( with a consortium ) c samples c process participation of cases .

119th of the order point in the sense of:

1 ) natural persons are considered related if they are members of the same family, or run a joint 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 another's voting shares (shares, stakes, 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 at the same time 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 a 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. Assurance of qualification is not provided if the selected participant or the organization producing the products supplied by the latter as an official representative within the framework of the given procedure, as of the date of opening the bids, has international prestigious organizations (Fitch, Moody's, Standard & Poor's [)](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) ) creditworthiness rating at least equal to the sovereign rating granted to the Republic of Armenia.

2.5 The contract to be concluded within the framework of this procedure can be implemented agency contract to seal through Agency of the contract side no can to be hereby to the procedure ( at the same time portion ) to participate purpose application presented by the participant

2.6 Participants \_ can are hereby to the procedure to participate together activity in order ( consortium ) . Similar in case :

1 ) jointly activity of the contract from the sides any one no can the same to the procedure ( at the same time portion ) to submit separately application \_ Present paragraph demand non-compliance in case of applications opening in the session rejected are how together activity in order , so email separately presented applications .

2 ) Participants wearing are together and: jointly responsibility \_ Moreover, of the consortium member from the consortium out to come case of the consortium with to the donor sealed the contract unilaterally being resolved is and: of the consortium members towards applies are by contract planned responsibility the funds .

**3. INVITATION THE EXPLANATION AND: INVITATION A CHANGE TO PERFORM THE PROCEDURE**

3.1 Article 29 of the Law of the article according to the participant right has from the customer to demand of invitation clarification .

Participant right has applications presentation deadline upon expiry at least five calendar day ahead system through from the commission to demand of invitation clarification . The commission the request done to my partner clarification providing is system via : survey to receive on the day next two calendar of the day during .

3.2 Survey and: clarifications content about the statement clarification to provide the day published is system and: at www.procurement.am active newsletter ( hereinafter : newsletter ) of Purchases announcements department Invitations clarifications regarding announcements in subsection : without to mention the request done my partner the data .

3.3 Clarification no provided if : the request performed is hereby department who established period in violation , as also if \_ the request out is hereby of invitation content from the frame or if the request refers to is the latter from to be recommended of goods technical specifications : here by invitation planned technical characteristics equivalence according ­to the answer . With in which , the participant in writing be notified is clarification not to provide foundations about : the survey to receive on the day next two calendar of the day during \_

3.4 Applications presentation deadline upon expiry at least five calendar day ahead in the invitation can are performed changes . A change to perform on the day next three calendar of the day during change to perform and: them to provide conditions about statement is published system and: in the newsletter .

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 by 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 mentioning 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 Invitation changes to be done case applications to present deadline counted is that of changes about coordination and reporting statement publication from the day That case participants must are to extend their presented by of the application validity period of the guarantee or present of the application new provides .

**4. THE APPLICATION TO PRESENT THE 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.

Participant can is application present how each dose , so email don't how many or all portions for:

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

The application preparation procedure is described in part 2 of this invitation - Urgent one from the person instructions for preparing purchase orders.

**Applications** for the procedure must be submitted through the system no later than the date of publication of the announcement and invitation of this procedure in the **system . 12 . In 2023 , at 1 6 \_ at 00** . Applications submitted after the deadline for submission of applications are not 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:

about compliance of the data of himself and his related persons with the requirements of the right to participate defined in this invitation ;­

b) certification, in case of being recognized as a selected participant, about the obligation to submit qualification assurance in the manner and time defined by this invitation, or having a creditworthiness rating defined by this invitation;

c) declaration of unfair competition, abuse of dominant position and absence of anti-competitive agreement within the framework 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 declaration is not submitted if the participant is an individual entrepreneur or natural person. Moreover, if the participant is announced as the selected participant, then the declaration provided for in this paragraph, which is automatically published in the system after the opening of bids, is simultaneously published in the bulletin along with the declaration of the decision to conclude a contract .

2) the technical characteristics of the product offered by him, as well as the trademark, brand name, model and name of the manufacturer of the offered product (hereinafter referred to as the full description of the product). At the same time, the participant can present products produced by more than one manufacturer, as well as products with different trademarks, brand names and models, if the condition defined by the last sentence of point 1.1 of this part is not applied.

3) price offer approved by him

4) application security in the form of cash or bank guarantee .

5) a copy of the agency contract and the data of the person who is a party to it, if the contract to be concluded will be implemented through the agency.

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):

* one 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, as well as individually, will be 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 the event of signing an agreement, payments are made to the participant who submitted the application based on it.

**5. APPLY PRICE: THE PROPOSAL**

5.1 Recommended cost of the product of value except include: is transportation , insurance , duties , taxes , etc of payments line expenses and: no can less to be their from cost price . Recommended price calculation need is be introduced through the application system.

5. 2 The participant presents 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. Worth it component count - no gap or other details required and provided. If the participant has to pay value added tax to the state budget of the Republic of Armenia for the given transaction, then presented \_ price the amount to be paid for that type of tax is provided in a separate line in the proposal .

of the price offers of the participants and comparison are carried out without calculating the amount of tax mentioned in this point. Moreover, the 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. pennies are indicated by numbers in the amounts filled with letters in the price offer columns.

5.3 If the price of the contract to be concluded is stable, then the price offer is presented as 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 ­. Moreover, the participant may not be required to submit justifications for the price offer or any other type of information or documents, and the amount of the participant's profit may not be limited by the invitation.

**6. APPLY ACTION DEADLINE , APPLICATIONS A CHANGE TO PERFORM**

**AND: THEM WITH: TO PICK UP THE PROCEDURE**

6.1: 31 of the Law of the article according to the application valid is until To the law appropriate of the contract sealing , participant \_ from of the application with taking , application rejection or this procedure non-existent to be announced.

6.2 Article 31 of the Law of the article according to : the participant , until hereby in point 4.2 of part 1 of the invitation specified : applications presentation the deadline can is modify or with to take her the application.

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

**SUMMARY OF RESULTS**

8.1 Applications the opening will be done system through herewith \_ of the procedure the statement and: the invitation system to be published from the date including **0 1 . 12 . 2023, at 1 6 a.m. at 00** .

Applications opening and evaluation in the session of the commission the president ( session: the chairman ) session announcement is opened and: It is stated ­in the purchase order : hereby of the procedure in the frame to buy of goods purchase price: one by number expressed as \_ also 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. of the Commission first opener the member her done with notes second opener member observation is presents opening subject to it applications the list of which the system watch is as Submitted ( suitable ) applications , from which: after second opener member confirmation is himself presented applications the list From confirmation after loading is applications opening about protocol ( system: report ), which applications opening the day of the commission the secretary through the system sends to participants' e-mails .

8.2 Applications appreciated are hereby by invitation established in order

Purchase of the procedure portions count seventy five not to exceed case applications assessment is being implemented is their presentation deadline to expire from the date **including ten to five** , huh? to surpass in case twenty working of the day during \_

enough are appreciated hereby by invitation planned conditions matching bids , opposite case applications appreciated are insufficient and: rejected are \_ Moreover , at the opening and evaluation session of bids, the committee rejects the bids in which absent are price suggestions and/or the provision of the application or those submitted are of invitation requirements inconsistent , except for the case defined by clause 8.9 of part 1 of this invitation.

8.3 Selected and: such unrecognized participants decision purpose of the commission the president automatic manner creates is applications evaluation about protocol which \_ system to be confirmed is of the commission members by : in the system note to perform through \_

8. 4: Selected the participant determined is sufficient \_ Estimated applications presented by participants of the number - minimum price offer presented by to my partner preference to give in principle. With in which the commission from selected and: to participants not recognized as such when deciding price evaluation and comparison of proposals is being implemented is without hereby in point 5.2 of part 1 of the invitation specified tax of money calculation , and basis for evaluating bids is acceptance into the system attached to the participant from approved price the proposal

8: 5 If: application inconsistency is place found in letters and: in numbers written of money between , then basis is accepted in letters written sum. If: offered the prices presented are two or more in currencies , then them compared to are Armenia Republic in AMD at the exchange rate set by the Central Bank .

8. 6 H Commission of invitation requirements towards enough Estimated applications presented by from colleagues decision and: announcement is selected and: not recognized as such to the participants . of products of purchase case the commission evaluation is also presented of the product complete of descriptions compliance of invitation requirements . Recommended minimum of prices of equality case

a . selected and: to participants not recognized as such to decide purpose of the commission in the session participants who submitted equal prices with conduct are simultaneous negotiations if \_ at the session present are those participants ( respectively \_ authority having representatives ),

b . opposite case of the commission session suspended is , and one working of the day during of the commission the secretary equal prices presented by participants system via a non-automatic notification method at the same time notification is of prices reduction around simultaneous of negotiations driving conditions , duration , day , time and: wild about \_

c . negotiations conduct are no sooner than \_ the notification to be sent on the day next from the date the second and no later than the fifth working the day ,

d . each partner : data \_ at the moment presented by price the offer published is the other part \_ \_ for , and until of negotiations for planned deadline completion of the participant can is review her price the offer

e . of negotiations for established deadline to expire at the moment , according to the participants present presented by prices are determined and: announced are selected and: such unrecognized participants : If: of negotiations as a result participants presented by the prices staying are equal to purchase the procedure 37 of the Law 1 of the article to part 1 point based on on announced is non- existent

8:7 If the prices of the participants who have submitted bids that are satisfactory to the requirements of the invitation exceed the purchase price, the evaluation committee can declare the participant who submitted a lower price offer as the selected participant, provided that the rights and obligations of the parties provided for in the contract signed with the latter come into force in an amount exceeding the purchase price. in case of providing financial resources and concluding an agreement between the parties based on it. Moreover, the agreement is concluded within fifteen working days following the provision of additional financial resources, extending the terms of delivery of goods by the period from the date of conclusion of the agreement to the date of conclusion of the agreement. The contract concluded in accordance with this point is terminated if no additional funds are provided within sixty calendar days following its conclusion. The requirements of this clause do not apply when applications have been submitted by more than one participant and only one participant's application has been evaluated as satisfying the requirements of the invitation.

In case of non-application of this clause, the procedure shall be declared invalid based on Clause 1 of Part 1 of Article 37 of the Law.

8. 8 On request of any participant application the secretary of the commission shall immediately provide the copies to the other participant who submitted such a request. In case of impossibility of fulfillment of the request, the person who submitted the request is immediately provided with the documents included in the request , which the latter gets acquainted with on the spot, has the right to photograph them and returns them to the secretary of the committee during the session, without hindering the normal activity of the committee .

8. 9 If during the bid opening and evaluation session implemented evaluation result ­in the participant's application recorded are inconsistencies: of invitation requirements to , including the case when the documents included in the application, approved by the participant who is a resident of the Republic of Armenia, or a part of them, are not approved with an electronic digital signature, then the commission one working by day suspension is the session , what? of the commission the secretary the same the day of it about through the system is my partner suggesting until suspension period the end to fix inconsistency . The notice sent to the participant shall describe in detail all discrepancies found during the evaluation of the application.

8. 10: If: hereby 8. 9th of the invitation with a point established the participant in the term correction is recorded the discrepancy then the latter the application appreciated is enough \_ Opposite in the case of a given participant the application appreciated is insufficient and: rejected and the next place participant is recognized as the selected participant.

8. 11: of the Commission member or the secretary no can to participate of the commission to the works , if it becomes clear during the activity of the committee is that \_ the latter from established or having a share \_ \_ the organization , or their near by kinship or with in-laws connected the person ( parent , spouse , child , brother , sister , grandmother , grandfather, grandson, how also husband parent , child , brother, sister, grandmother, grandfather, grandson ) or that person from established or having a share \_ \_ the organization hereby to the procedure to participate for presented is application \_ If: available is hereby with a point planned the condition then of this procedure in relation to interests clash having of the commission member or secretary immediately self-rejection is reports 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 . At the same time, the minutes of the committee session describe in detail the inconsistencies recorded as a result of the evaluation of the applications and the reasons for rejecting the applications caused by them. The protocol signing are of the commission at the session present the members.

8.13 The Secretary of the Commission shall not later than after the end of the bid opening and evaluation session on the following working day

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. The members of the commission, who participate in the work of the commission in the meetings convened after the opening and evaluation session of bids, sign the statements provided for in this subsection, which the secretary publishes in the bulletin on the working day following the signing.

 8.14 Section 6 of the Law 1 of the article part 6 \_ with a point planned the foundations in: application to come case of the client to lead reasoned decision based on on authorized the body to the participant include: is shopping to the process to participate right without participants in the list . The authorized body publishes the reasoned decision of the head of the client in the bulletin.

With in which  hereby at the point specified the decision of the client the leader makes is of purchase the procedure non-existent to be announced or sealed of the contract regarding the statement to publish or the contract one-sided to solve about to publish the announcement \_ on the day next tenth the day : The decision to be held next the day it is provided in writing is authorized to the body and: to the participant . Authorized the body to the participant include: is shopping to the process to participate right without participants in the list the decision to receive next fortieth on the day next fifth the day and the decision to receive next fortieth of the day as of to participate from decision appeal regarding initiated and: unfinished judicial to work availability in the given case judicial in case final judicial the act strength in to enter on the day next fifth day if \_ judicial exam with the result decision performance the opportunity no disappeared \_ Or :

* authorized under this clause as of the deadline for submitting the decision to the body , the participant or the person who signed the contract has paid the amount of the bid, contract and/or qualification security, then the ordering party does not submit the reasoned decision to include the given participant in the list to the authorized body;
* The payment of the bid, contract and/or qualification security amount by the participant or the person who signed the contract was made by an authorized after the deadline for submitting the decision to the body then , but no later than the expiration of the forty-day period set by the authorized body for including the participant in the list , and the decision to receive next fortieth of the day as of to participate from decision appeal regarding initiated and: unfinished judicial to work availability in case no later than \_ data judicial in case final judicial the act strength in entry , then the client informs the authorized body about it in writing, on the basis of which the participant is not included in the list .

Moreover, if to participate shopping to participate right the application-statement about having is qualified is as to reality non-compliant or participant with this invitation established in order and: within the deadlines no presents by invitation planned documents (including those subject to correction) or selected the participant no presents qualification or of the contract provide or if the procedure is organized in accordance with and as a result of the regulation provided for in Article 15, Part 6 of the Law agreement to seal purpose the contract sealed the person established within the deadline one-sided approved statement : suffering ( hereinafter : also suffering ) form presented of the contract and ( or ) qualification provision no replacement banking guarantee o v or cash with money , then that the circumstance considered is as of purchase process in the frame to participate undertaken obligation violation \_

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

8.16 Herein 1 of the invitation in clause 8.9 of the part specified documents the participant defined within the deadline delivered ­to the meeting to the secretary presents \_ \_ is the latter, here by invitation planned electronic to the post office to send through \_ The secretary must is the documents to receive the day confirm their to receive circumstance: hereby in the invitation specified her electronic from the post office to participate electronic to the post office certification to send through \_

8.17 Participants and: them representatives can are to attend the committee at the sessions. Participants or them representatives can are to demand of the commission sessions protocols copies which \_ provided are one calendar of the day during.

8.18 of the Commission and ( or ) the customer from electronic notifications being sent are system through and \_ to participate by his \_ application specified electronic from the post office hereby in the invitation mentioned : commission of the secretary electronic to the post office by sending.

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 (scanned) from the approved original document ) option.

Armenia Republic resident being partial ­attachments \_ application inclusive : theirs from confirmable the actual ­papers confirmation are electronic digital signed , and Armenia Republic ­\_ resident non-existent participants - those documents presents are approved original from the document printed ( scanned ) version .

Documents to be included in the application, to be confirmed with an electronic digital signature, are not sealed.

8 . 19 applications assessment and: the decision of the selected participant is being implemented is according to separately portions .

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, the selected participant by the decision of the commission is recognized as the participant who took the next place, using the procedure defined in clauses 8.13 to 8.20 of part 1 of this invitation .

8 . 21 Participant n himself presented requirements compliance justification purpose can is present extra other documents , information and: topics.

Committee H can is to check my partner presented by data authentication using \_ official from sources received data or of it about receiving competent bodies in writing the conclusion . Similar request to be sent case appropriate State and: local self-governance bodies the request to receive on the day next two working of the day during providing are in writing conclusion : If: my partner presented by data of authenticity check as a result the data qualify are to reality if not ­relevant , then the application of the given participant is rejected.

8 .2 2 Herein 1 of the invitation of part 8. 2 of clause 1 of application may be invited to the committee for this purpose emergency session.

8 . 23 Selected to the participant to decide session to the end next working the day of the commission secretary:

 1) H system note is of the procedure enough Estimated to the participants ­: them classifying according to evaluation results and: price of proposals .

 2) H system through of the procedure electronic of participants to the post office sending of evaluation results about of the commission session record ­date .

8.24 Before concluding the contract, the client publishes an announcement in the newsletter about the decision to conclude the contract no later than on the first working day following 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 choice of the selected participant and a statement about the period of inactivity.

8:25 a.m Inactivity period contract to seal about decision statement publication on the day next of the day and the provider from the contract to seal jurisdiction occurrence of the day between fallen period is.

Inactivity period hereby of the procedure calendar case day is \_ Inactivity period applicable .

- not if \_ only one participant submitted an application *,* whose with being sealed is contract \_

- 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 announcement declaring the purchase procedure to be void.

Client: the contract sealing is , if hereby with a point planned of inactivity within the deadline any partner \_ no appeal contract to seal about the decision. Until of inactivity period expiration or without contract to seal or to declare the purchase procedure invalid statement publication sealed \_ \_ the contract to: nothing is.

**9 . CONTRACT THE SEAL**

9 .1 Agreement being sealed is of the commission decision based on on the customer from. The contract being sealed is pledge that - one document to make through

9.2 Herein 1 of the invitation part 8 . with 25 points established of inactivity period to expire next dry brother working the day p \_ notification is selected presenting to the participant contract to seal the offer and: of the contract the project With in which the contract can is to be sealed no sooner than \_ hereby 1 of the invitation part 8 . with 25 points established of inactivity period to expire on the day next fourth working the day :

9.3 : Selected to my partner contract to seal the offer and: to be sealed of the contract the project of the commission the secretary providing is electronic method \_ With in which in the contract be included is selected to participate from by application presented of the product full description

9.4 Agreement to seal about of the client the notification selected to the participant to send the day of the commission the secretary h system through selected to participate electronic to the post office sending is notice : contract to seal the offer provided to be about \_

9 :5 If: selected the participant contract to seal about the notification and: of the contract project \_ from getting then : 10 of this invitation . within the period provided for in point 1 , and according to the draft of the contract to be concluded if advance payment is planned, not within 10 working days signing the contract and to the provider submit qualification and contract provision , and in the event that the draft contract to be signed stipulates an advance payment and the selected participant accepts that condition, also the provision of the advance payment ,then he is deprived of the right to sign the contract.

With in which the contract draft approved by the selected participant is submitted to the customer in writing and the written submission is recorded in the customer's document circulation system. The contract draft is approved by the head of the client within two working days following the occurrence of this authority and: to approval next working the day companion in writing provided is selected to the participant.

9.6 : Contract: to seal regarding to the donor offer \_ received selected m partner h system through acceptance or refusal is himself presented the proposal

9. 7: Until hereby 9.5 of part 1 of the invitation with a point planned period the end , sides with consent , can are of the contract design performed changes , however them they are not can lead to of purchase subject characteristics to change , advance payment amount or selected to participate suggested price to the increase.

9 : 8 The contract to be sealed next working the day of the commission the secretary h system completion is the procedure .

**10. QUALIFICATION AND CONTRACT INSURANCE \_ \_**

10. 1 Qualification and: p \_ provides \_ to present demand based on on , it to receive from the date after 5 working days during , selected the participant must is present qualification and: of the contract provides \_ \_ If the security is presented in the form of a bank guarantee, the period provided for in this point is set at 10 working days. Selected to participate with contract being sealed is , if the latter presents is qualification and provisions of the contract ( advance payment ) .

10.2: Qualification: provision size equal is to 15 percent of the purchase price of the product to be purchased within the scope of this procedure . If the purchase price of the product 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. Qualification: provision is introduced is of suffering ( appendix 4.2 ) or cash of money , or of banks from provided guarantees in the form of Moreover, the provision need is valid be at least until of the contract performance the result of the client from complete to be accepted on the day next 2 0th \_ working the day including :

If: the procurement procedure is organized by lots and the participant is recognized as a selected participant for more than one lot and may submit either a separate qualification for each lot or a single qualification for all lots. 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. Cash: of money form presented qualification assurance 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.

If the performance of the contract is phased and the performance of each phase is not directly correlated with the final result to be obtained in accordance with the requirements defined by the contract, after the result of each phase is accepted by the client, the amount of qualification assurance is reduced in proportion to the amount of that phase.

Qualifying security in the form of a bank guarantee is submitted by the selected participant as per Annexure 4 or Annexure 4.1.

Moreover, if the contracts for the purchase of goods are concluded 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 that 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. of the contract provision size in the structure is 10 percent of the purchase price . If the purchase price of the goods 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. Contract security 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 the provision of one contract for all installments. In the case of submitting one contract security, its amount is calculated in relation to the sum of the purchase prices of the submitted portions, taking into account the requirements of Sub-Clause 9 of Clause 32 of the Order.

The contract security 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 submitted it in the case of full fulfillment of the obligations assumed under the signed contract, within 5 working days following the expiration of the period of full fulfillment of the obligations.

Cash: of money form presented the security of the contract should 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 security are presented in the form of a unilaterally approved declaration - damages or cash. If at the time of the emergence of the right to conclude the contract:

- planned financial resources exceed 25 mln. AMD, but for the complete execution of the contract, financial resources are required in the future, then the contract and qualification guarantees, 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 To the contractor under the contract from advance payment to be allocated condition to be planned case selected the participant to the provider is also represents an advance payment provision of advance payment in the amount of bank guarantee in the form (Appendix: 5 : 2).

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

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 Ministry of Finance of the RA , in writing within five working days following the date of the security payment . If the demand for security payment is rejected by the bank or the Ministry of Finance of the RA on the basis that the claim or the documents attached to it are incompletely submitted, the head of the client submits a new claim in writing within two working days after receiving 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 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, 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 when the basis for returning the security arises .

**11. PROCEDURE NOT ESTABLISHED DECLARE**

11. Article 37 of 1 Law of the article according to the commission hereby the procedure non-existent is declaring if : \_

1) from applications no one no match of invitation to the conditions .

2) pause is exist to have of purchase the requirement At the same time, father or communities needs for organized of purchase the procedure can is completely or partial non-existent be announced accordingly Armenia Republic of the government or community Council of Elders , other customers in case - general management executor authorized of the body the leader , and foundations case trustees council decision based on on \_

3) no don't application no submitted .

4) contract no being sealed.

Present the procedure 3 7 of the Law 1 of the article part 4 \_ point based on on announced is absent if \_ hereby of the procedure in the frame established applications presentation deadline to expire moment as of electronic shopping the system broken down is \_

Similar to 11.2 C the procedure non-existent to be announced next working of the day during this period , the employer publishes an announcement in the newsletter , in which noted is of purchase the procedure non-existent to be announced the justification.

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

**A PARTICIPANT TO APPEAL DECISIONS MADE**

**LAW AND ORDER**

12 . 1 each interested person right has to appeal of the customer , appraiser of the commission actions ( inaction ) and the decisions Armenia Republic civilian of trial by the Code ( hereinafter: Code ) defined in order

Each who? right has By the code established in order until applications presentation deadline to appeal of purchase subject characteristics or of invitation the requirements

12 . 2. Herein of the procedure with connected the relationship administrative relations are not , and them being regulated are Armenia Republic civil law the relationship regulator by legislation .

12 . 3. Client , assessor of the commission done of action or of inactivity as a result caused by damages compensated are Armenia Republic civilian by the code established in order

12 . 4. Herein by invitation established of inactivity period of the customer , appraiser of the commission of actions ( inaction ) and decisions appeal claimant of antiquity term: except \_ \_ 6 of the Law Article 2 \_ in part planned decisions appeal and: the contract one-sided to solve with connected disputes , which case claimant of antiquity period thirty calendar day is \_

12 . 5 . Present of the procedure with connected disputes being examined and: being resolved are Yerevan of the city first of the court general jurisdiction in court the claim proceedings from accepting after thirty of the day during \_ of the court reasoned by decision hereby in part planned period can is be extended one times until \_ ten calendar by day

12.6. The court the claim proceedings to accept the question solution is it from submission after three days within the deadline .

12.7. The application proceedings to accept with at the same time the court makes is decision: from the respondent data of purchase process with connected of the respondent of possession under placed all the evidence to demand about \_

12.8. Proofs to demand regarding the decision is happening is of the respondent from the decision from getting after five days within the deadline .

Present with a point planned within the deadline of the respondent from proofs to demand regarding decision requirements not to be fulfilled case the case being examined is in it available of evidence based on on and \_ of the plaintiff referred to it the facts which subject to are confirmation of the respondent of possession under placed with evidence , considered are approved \_

12 . 9. The court hereby of purchase to the process pertaining to hereby by section planned disputes regarding her in the proceedings examined affairs turns on is one in the proceedings .

12 . 10. Application proceedings to accept about the decision immediately being sent is authorized of the body official electronic of mail to the address Authorized the body hereby with a point planned the decision immediately publication is in the newsletter: noting suspension the day :

12 . 11 . of the claim the answer the customer presents is the claim proceedings to accept about the decision from getting after five days within the deadline .

 12 . 12 To the case participant persons and: them representatives judicial session of time and: wild like \_ also By the code planned cases separately procedural operations to perform about be notified are electronic of communication through notices and: other documents Article 97 of the Code by article established in order in the application specified electronic to the post office to send method \_

12 . 13 . The court hereby by section planned with disputes affairs examination and: their regarding judgments and: the decisions makes is in writing according to the procedure , except it cases when \_ the court to the case participant person by mediation or her initiative came is conclusion that \_ necessary is the case to examine judicial in the session

12 . 14. The case judicial in the session to examine regarding the mediation to the case participant the person can is present until of the claim answer to present for established period expiry \_

12 . 15. The case judicial in the session to examine about the court makes is decision of the claim answer to present for established period upon expiry after three days within the deadline .

12 . 16. The case judicial in the session to examine the question can is be resolved also the claim proceedings to accept about by decision

12 . 17 . Disputed of actions ( inaction ) and decisions at the base fallen circumstances like \_ also data performance of actions ( inaction ) . and: decision acceptance by law , otherwise legal by acts established order saved to be the facts to prove duty wearing is the respondent

12 . 18 . Respondent: contested of actions ( inaction ) and decisions legality grounding proofs can is present only the evidence to demand decision performance during , except it cases when \_ justification is of proof presentation the impossibility from himself independently for reasons .

12 . 19. To the client and: appraiser of the commission of actions ( inaction ) and decisions ( except 6 of the Law Article 2 \_ in part planned appeal of decisions automatically suspension is of purchase the process is as follows 12 of the invitation . with 10 points planned the decision to be published from the date until dispute exam with results first of the court of court established final judicial the act strength in to enter the day :

12 . 20 . It in cases when public \_ or protection and: national safety interests based on , necessary is to continue of purchase the process , the court 2 of the Law 1 of the article in part established bodies leaders , and? legal persons case executive of the body to lead in writing mediation based on on makes is of purchase process suspension to eliminate about decision \_ The court hereby with a point planned the decision of it establishment the day immediately sending is authorized of the body official electronic of mail to the address Authorized the body that the decision immediately publication is in the newsletter .

 12 . 21 . To the client and: appraiser of the commission of actions ( inaction ) and decisions appeal with connected with disputes of court final judicial the act strength in is enter publication since \_

12.22 : To the client and: appraiser of the commission of actions ( inaction ) and decisions appeal with connected with disputes of court judgment final part or other final judicial the act of it publication the day being sent is authorized of the body official electronic of mail to the address Authorized the body of court judgment final part or other final judicial the act immediately publication is in the newsletter .

12 . 23 . Appeal for chargeable State of duties rates established are State toll about by law.

**PART II :**

**Q: R: a Q: a N: C:**

**B: a Ts: M R C U Y T I Q: a Y: T: A: P: a T: R: a S: T: E: L: AND**

**1. GENERAL PROVISIONS:**

1.1 Herein the instruction purpose: has assist participants \_ the application while preparing.

1.2 Expediency in case m partner required information can is present hereby by instruction offered of forms different - different in ways by keeping required valid conditions.

1.3 Applications , from Armenian besides , you can are presented also english or in Russian.

**2. CURRENT THE APPLICATION**

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

Participant by application presents is her from confirmed :

**1) Eligibility criterion.**

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

2.2 approved by him - recommended of the product full description according to Annex N 1.1 .

2.3 agency of the contract a copy and: of it side being person data if \_ the contract to be carried out is agency through \_

2.4 joint activity the contract if participants of purchase to the procedure participates are together activity in order ( consortium ).

2.5 applications security, which is presented in the form of cash or bank guarantee ( appendix N 3) . At the same time, the application shall submit the readable version printed (scanned) from the original document certifying the payment of cash or from the original bank guarantee.

**2) Financial standard** .

2.6 price offer according to Annex N 2. The price offer is presented as cost (the sum of cost and projected profit) and value added tax general of the ingredients consisting of of calculation form. A value components calculation : gap or other details they are not required and: is introduced .

2. 7 With this invitation intended for : participant made up documents signing is them representative the person or the latter authorized the person ( hereinafter - agent ) . If: the application presents is agent then \_ by application is introduced is the latter that authority reserved to be about document.

2. 8 Application inclusive original documents instead of can are presented their notarial in order authenticated examples.

**Appendix N 1**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

**APPLICATION**

###### Urgent one from the person to participate in the purchase

 reports is that \_ wish has to participate

 to participate the name

 - from someone LM - TH - HMAAPDSB -23/30 declared in code

 name of the customer

Urgent one from the person of purchase portion ( portions ) and of invitation

 dose ( s ) number

according to requirements presents is application

 the \_ reports and: certification is that it is

 to participate the name

 resident :

 country name

 of \_

 to participate the name

* The taxpayer's registration number is :

 The taxpayer identification number

* electronic of mail the address is :

 e- mail address

* business address is

business address

* phone number is

phone number

Hereby declares and certifies that:

 Participant name

1) and its affiliated persons

 Participant name

 satisfaction are LM - TH - HMAAPPSDB with code -23/30 Urgent one from the person to the eligibility requirements set forth in the invitation to purchase and is committed to the chosen one

 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 . [[3]](#footnote-3)

2 ) LM - TH - HMAAPZB -23/30 code Urgent one from the person within the scope of participating in the purchase

* has not allowed and/or will not allow unfair competition, abuse of dominant position and anti-competitive agreement,
* is absent as specified in the invitation: to

 to participate the name

affiliates and/or of

 to participate the name

by or more than fifty percent to

 to participate the name

with a share (equity).

S also represents on the real beneficiaries of

 to participate the name

information : ---- -------------------- -------------------- -------

Attached is offered by

 to participate the name

product description as per Annex 1.1.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ To participate the name ( of the leader position , name \_ a pronoun ) signature )

K. \_ T. \_

### **Appendix 1.1**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

### **DESCRIPTION:**

### **complete product offering**

 LM - TH - HMAAPZB -23/30 \_

 Participant name

with code Urgent one from the person below is a complete description of the product it offers within the scope of purchase by portion size

|  |  |
| --- | --- |
| **For the dose** | **Recommended product** |
| **f irm name** | **trademark** | **the model** | **Manufacturer's name** | **technical specifications** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

name of the participant (position of manager, first name and last name) signature

K. \_ T. \_

*to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

### **Appendix 1.3**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

FORM

DECLARATION OF ACTUAL BENEFICIARIES

1. **The organization**
	1. *Company data*

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

* 1. *The person submitting the declaration*

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

* 1. *Submission of the statement*

|  |  |
| --- | --- |
| * + 1. Date, month, year of signing the declaration
 |  |
| * + 1. Number of pages of the statement
 |  |
| * + 1. Signature of the person submitting the declaration
 |  |

1. **Shares** **listing data**
	1. *Stock listing data*

|  |  |
| --- | --- |
| * + 1. Name of the stock exchange
 |  |
| * + 1. Reference to documents available on the exchange
 |  |

* 1. *Data of the legal entity controlling the organization*

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

* 1. *Level of control*

|  |  |
| --- | --- |
| * + 1. Participation rate ( % )
 |  |
| * + 1. Participation type
 | [ ]  Direct participation[ ]  Indirect participation |

1. **State, community or international organization participation**
	1. *State or community participation*

|  |  |
| --- | --- |
| * + 1. Name of the state
 |  |
| * + 1. Name of the community
 |  |
| * + 1. Participation rate ( % )
 |  |
| * + 1. Participation type
 | [ ]  Direct participation[ ]  Indirect participation |

* 1. *Participation of an international organization*

|  |  |
| --- | --- |
| * + 1. Name of the international organization
 |  |
| * + 1. Name of the international organization in Latin
 |  |
| * + 1. Participation rate ( % )
 |  |
| * + 1. Participation type
 | [ ]  Direct participation[ ]  Indirect participation |

1. **Beneficiary details**
	1. *Personal identification data*

|  |  |
| --- | --- |
| * + 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. Date, month, year of delivery
 |  |
| * + 1. The issuing body
 |  |
| * + 1. PSC number or equivalent
 |  |

* 1. *Personal registration address*

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

* 1. *The person's residential address*

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

* 1. *The grounds for being a real beneficiary (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 indirectly has a 20 or more percent participation in the authorized capital of the legal entity |
| * + 1. Participation rate ( % )
 |  |
| * + 1. Participation type
 | [ ]  Direct participation[ ]  Indirect participation |
| [ ]  b . exercises real (actual) control over the given legal entity by other means |
| [ ]  c . is an official carrying out the general or current management of the activities of the given legal entity in case there is no physical person meeting the requirements of points a and b |

* 1. *The grounds for being a real beneficiary ( for reporting organizations in the field of subsoil use)*

|  |
| --- |
| [ ]  a . directly or indirectly owns 10% or more of the voting shares (shares, stakes) of the given legal entity or directly or indirectly has a 10% or more participation in the legal entity's statutory capital |
| * + 1. Participation rate ( % )
 |  |
| * + 1. Participation type
 | [ ]  Direct participation[ ]  Indirect participation |
| [ ]  b . has the right to appoint or remove the majority of the members of the management bodies of the legal entity |
| [ ]  c . received a benefit from a legal entity for free in the amount of at least 15 percent of the profit received by the given legal entity during the year preceding the reporting year |
| [ ]  d . exercises real (actual) control over the legal entity by other means |
| [ ]  e . is an official person carrying out the general or current management of the activity of the given legal entity in the event that there is no natural person meeting the requirements of points a-d |

* 1. *Information on Beneficial Beneficiary Status*

|  |  |
| --- | --- |
| * + 1. The day, month, year of becoming a beneficial owner
 |  |
| * + 1. Implementation of control over the organization
 | [ ]  Separately[ ]  In conjunction with affiliates |
| * + 1. The real beneficiary of the reporting organization in the field of soil use is an official or a member of his family
 | [ ]  Yes[ ]  No |

* 1. *Beneficiary contact information*

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

1. **Intermediate legal entities**
	1. *Company data*

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

* 1. *Beneficiary details*

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

* 1. *Stock listing data of an intermediate legal entity*

|  |  |
| --- | --- |
| * + 1. Name of the stock exchange
 |  |
| * + 1. Reference to documents available on the exchange
 |  |

1. **Additional notes**

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

**I. The procedure for filling out the declaration**

1. In the 1st section of the declaration (Organization), the data of the legal entity submitting the declaration (hereinafter, the Organization) is filled. In this section, subsections are supplemented by the following rules :
	1. The name of the organization (including Latin letters) and state registration data, including a note on the organizational legal form, are filled in the organization data subsection.
	2. In the sub-section, the person presenting the statement, fill in the data of the individual who signs the documents included in the application for this procedure .
	3. In the declaration submission sub-section, the date, month, year, number of pages of the declaration, and the signature of the person presenting the declaration are filled in.
2. Section 2 of the Announcement (Share Listing Information)filled in if the shares of the Organization or other legal entity that fully controls the Organization are listed in the market included in the list of markets approved by the Minister of Justice of the Republic of Armenia, regulated by the criteria of adequate disclosure of beneficial owners. If the specified criteria are met, this section is completed for the Organization or other legal entity that fully controls the Organization . If this section is completed, the following sections of the declaration are not subject to completion, except for section 5, which is completed if the legal entity that fully controls the Organization has indirect participation in the authorized capital of the Organization. In this section, subsections are supplemented by the following rules :
	1. The name of the stock exchange is filled in the sub-section of the stock listing data, indicating in brackets also the market identifier code (Market Identifier Code), where the shares of the Organization or other legal entity that fully controls the Organization are listed, and also a reference is made to the documents available in the stock exchange, if available, to the documents that contain are information about the owners of the given legal entity;
	2. The sub-section data of the legal entity controlling the organization is completed if the data filled in subsection 2.1 of the declaration do not refer to the legal entity submitting the declaration, but to another legal entity that fully controls the Organization. In this subsection, the name of the legal entity controlling the Organization (including Latin letters) and registration data, including a note on the organizational legal form, as well as the name and surname of the head of the executive body, are filled in.
	3. The level of control sub-section is completed if 2 of the declaration . In subsection 1, the data related to the legal entity controlling the Organization as a whole has been added. This sub-section specifies the amount of participation of the legal entity controlling the Organization in the authorized capital of the Organization, expressed as a percentage, as well as the type of participation. Notes on the size and type of participation in the statutory capital are made by taking into account the rules established by paragraph a of sub-item 5 of point 4 of this order.
3. Section 3 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. In this section, subsections are supplemented by the following rules :
	1. State or community participation subsection is completed if there is direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration. In case of participation of the state, the name of the state is filled in this subsection, and in case of participation of the community, also the name of the community. In this subsection, the amount of participation of the state or community in the statutory capital of the legal entity is filled in, expressed as a percentage, as well as the type of participation. Notes on the amount and type of participation in the statutory capital are made by taking into account the rules established by paragraph a of sub-item 5 of point 4 of this order.
	2. Participation of an international organization subsection is completed if there is a direct or indirect participation of an international organization in the statutory capital of the legal entity submitting the declaration. In this subsection, the name of the international organization (including Latin letters), the amount of participation of the international organization in the statutory capital of the legal entity, expressed as a percentage, as well as the type of participation are filled in. Notes on the amount 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.
4. Section 4 of the declaration (Beneficial Beneficiary Data) is filled in separately for each beneficial owner, with the number of Beneficial Beneficiaries of the Organization. In this section, subsections are supplemented by the following rules :
	1. The personal data of the real beneficiary is filled in the sub-section of the data certifying the identity of the person. The data is filled in the same way as it is filled in the identity document of the real beneficiary. If the person's name and surname are not in Armenian or Latin letters in the latter's identity document, their transcription is filled in the declaration.
	2. The identification document sub-section contains information on the identity document of the real beneficiary.
	3. The address of the place of registration of the real beneficiary is filled in the subsection "Registration address of the person".
	4. The sub-section "Residence address of the person" is filled in if the registered address of the real beneficiary differs from the latter's residence address. In this subsection, the address of the real beneficiary's place of residence is filled.
	5. The subsection Grounds for being a beneficial owner (with the exception of reporting organizations of the subsoil use sector) is completed if the legal entity submitting the declaration is not a reporting organization of the subsoil use sector. This subsection specifies the basis( s) under the Anti-Money Laundering and Anti-Terrorist Financing Act that a person is a beneficial owner of the Entity, and includes the information required in relation to those grounds. In case of being a beneficial owner on more than one basis, a note is made on all the bases in the relevant points. In this subsection, the data on the bases are supplemented by the following rules :

a . in point **a** of this subsection , a note is made if the natural person directly or indirectly owns 20 percent or more of the voting shares (shares, shares) of the Organization or directly or indirectly has a 20 percent or more participation in the authorized capital of the Organization. Participation can be by virtue of owning the Organization's share (share, stake) (direct participation) or by owning the share (share, stake) of another legal entity owning the Organization's share (share, stake) (indirect participation) . Indirect participation can be carried out regardless of the number of intermediate legal entities present in the chain of a natural person and a legal entity owning a share of the Organization. The amount of participation in the field indicates the amount of participation in the authorized capital of the Organization expressed as a percentage. The amount of participation is calculated based on the sum of all interests of participation in the authorized capital of the Organization as a result of direct and indirect participation of the beneficial owner. In case of indirect participation, the participation of the beneficial owner in the authorized capital 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 of the Organization in percentage terms by the amount of participation of the relevant participant in the authorized capital of the participating legal entity of the Organization, and so on until reaching the real beneficiary. In the type of participation field, a note is made about direct or indirect participation in the statutory capital. In the presence of both direct and indirect participation in the authorized capital, a note is made on the presence of both direct and indirect participation at the same time .

b . in point **b** of this subsection , a note is made if a person is not a real beneficiary of the organization within the meaning of point a, but controls the Organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of a different nature, or by other means;

c . in point **c** of this sub-section , a note is made if the person is an official carrying out the general or current management of the Organization's activities in the event that there is no natural person meeting the requirements of points a and b of this sub-section;

* 1. The subsection Grounds for being a real beneficiary (for reporting organizations of the subsoil use sector) is completed if the legal entity presenting the declaration is a reporting organization of the subsoil use sector. Identification of real beneficiaries is carried out according to the standards defined by the Land Code. In this sub-section, notes are made according to 4 of this order . taking into account the rules defined in point 5. In this subsection, the data on the bases are supplemented by the following rules :

a . in point **a** of this subsection , a note is made if the natural person directly or indirectly owns 10 percent or more of the voting shares (shares, stakes) of the given legal entity or directly or indirectly has a 10 percent or more participation in the legal entity's statutory capital. This sub-section is supplemented by the calculation of the rules defined by paragraph a of sub-clause 5 of clause 4 of this order.

b . in point **b** of this subsection , a note is made if a person has the right to appoint or remove the majority of members of the governing bodies of a legal entity;

c . in point **c** of this subsection , it is noted if the person received a benefit from the Organization free of charge in the year preceding the reporting year in the amount of at least 15 percent of the profit received by the given legal entity;

d . In point **d** of this sub-section , a note is made if a person is not a beneficial owner of the Organization within the meaning of points a-c, but controls the organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of a different nature, or by other means;

e . In point **e of** this sub-section , a note is made if the person is an official carrying out the general or current management of the Organization's activities in the event that there is no natural person meeting the requirements of points a-d of this sub-section.

* 1. The information on the status of the beneficial owner is filled in the subsection with the day, month, and year of the person becoming the beneficial owner of the Organization. In this sub-section, a note is made regarding the manner of exercise of control over the Organization by the beneficial owner. A note is made regarding the implementation of joint control with affiliated persons, if the beneficial owner controls the Organization by virtue of acting in concert with a person affiliated with it or can control it in case of acting in concert with a person affiliated with it. If the legal entity presenting the declaration is a reporting organization in the field of subsoil use, in this sub-section there is also a note on whether the real beneficiary is an official or a member of his family within the meaning of Article 3, Part 1, Clause 53 of the Subsoil Code .
	2. Beneficiary's email address and phone number are filled in subsection "Beneficial Beneficiary's Contact Information".
1. Section 5 of the declaration (Intermediate legal entities) is completed if the beneficial owner of the legal entity submitting the declaration or a legal entity that fully controls the Organization has indirect participation in the authorized capital of the Organization. This section is subject to completion for each intermediate legal entity separately, with the number of all intermediate legal entities. In this section, subsections are supplemented by the following rules :
	1. , the name of the intermediate legal entity (including Latin letters) and registration data, including a note on the legal form of the organization, are filled in .
	2. the beneficial owner( s) for whom the organization filled in in this subsection is an intermediate legal entity is filled in the beneficial owner's data sub-section. If the data of intermediate legal entities is filled in for the legal entity that fully controls the Organization, this subsection is not subject to filling.
	3. The subsection listing data of shares of an intermediate legal entity is not subject to mandatory filling. This subsection may be completed if the shares of the intermediate legal entity are listed on a regulated market. In this sub-section, the name of the stock exchange is filled in, indicating the market identifier code (Market Identifier Code) in brackets, where the shares of the legal entity are listed, and a reference is also made to the documents available in the stock exchange.
2. Section 6 of the declaration (Additional notes) is filled in if there is additional information or additional clarifications related to the data filled in or to be filled in the declaration. In this sub-section, additional clarifications can be added regarding the grounds for controlling the Organization by the beneficial owner, the state (community) bodies that exercise control over the Organization in the event that there is a direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration, and other statements regarding the declaration.
3. The declaration is completed and signed by the person submitting the application. It is not mandatory to number the pages of the declaration and make a note about the number of pages in the declaration.

 *to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

*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 - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

**BID**

Studying LM - TH - HMAAPPSDB with code -23/30 Urgent one from the person the purchase invitation, including the draft contract to be concluded , offers

Participant name

the contract at the general prices mentioned below.

 AMD

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **measure****section numbers** | **Product Name:** | **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 Subject Portion Name N1>> |  |  |  |
|  |  |  |  |  |

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

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

K. T.

 *to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

*if the participant added value tax payer is , then data of the contract line RA: State budget to be paid added value tax sum noted is the 4th in the column.*

**Appendix 3**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

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

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

name of the customer

**(hereinafter referred to as the Beneficiary) arranged in code** procedure 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 to the beneficiary by transfer to the 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 valid from the moment of issue and is enforced by the beneficiary with code

procedure code

ninety working days from the deadline for submission of bids by the principal for the purpose of participating in the organized purchase process. Information regarding 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 to the person mentioned in the invitation to the purchase procedure mentioned in this point: 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 committee on the rejection of the application and the guarantee.

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 the case of a decision to reject a claim, the guarantor immediately, but not later than on the same working day, 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

 *to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

*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 product 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 - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

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

**(provision of qualification)**

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

name of the customer

**(hereinafter referred to as the Beneficiary) arranged in code** procedure code

**as a result of the purchase procedure**

the name of the selected participant

**(hereinafter referred to as the principal) to be signed by N** number of the contract 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 to the beneficiary by transfer to the 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

of the product provided for in the contract to be concluded

the ninetieth business day following the delivery deadline . On the day of issuing the guarantee, the guarantor also sends a printed version of this 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: ------------- ----------------------- to the e-mail address.

secretary's e-mail mailing 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

 *to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

**Appendix 4.1**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

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

**(provision of qualification)**

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

name of the customer

**(hereinafter referred to as the Beneficiary) arranged in code** procedure code

**as a result of an organized procurement procedure**

the name of the selected participant

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

**provision of qualifications necessary for the performance of obligations under the contract (hereinafter referred to as the contract) (hereinafter referred to as the 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.** The deductions made from the guarantee amount based on the handover-acceptance protocol(s) submitted by the principal to the person who gave the guarantee, confirmed bilaterally between the beneficiary and the principal within the scope of the contract performance, are taken into account when paying the guarantee amount.

**Payment is made to the beneficiary by transfer to the 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 the deadline for the delivery of the goods 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 this 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.

----------------------------------- to the e-mail address.

secretary's e-mail mailing 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 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)

3) the handover-acceptance protocol (protocols) or copies of it (them) approved bilaterally between the beneficiary and the principal within the framework of the contract.

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

 *to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

**Appendix 4.2**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

 **TORT AGREEMENT**

**(provision of qualification)**

c. Yerevan 20 years

 , represented by the Director of the Company

Company Name:The name of the director of the company, passport data , which operates on the basis of the company's charter (hereinafter referred to as the company), hereby unilaterally defines the agreement to pay the following damages:

1. **Subject of consent**

* 1. The company participates (hereinafter referred to as the Client).

 name of the customer

organized by: to the code 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 provided for in the contract to be concluded, the Company submits 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 Payment terms 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 additional approval, because The Company has already signed the Demand Letter for acceptance.

b) The Demand Letter is the basis for the Paying Bank to charge the entire amount indicated 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 execution of the Claim submitted by the Customer and the Claim.

submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing.

This Indemnification Agreement and attached Claim electronic digital with a signature approved to be case them Payer To the bank are is introduced electronic with carriers like also of them out of print paper with options .

* 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 incurred by the Company) and negative consequences resulting from 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 violation of the terms of the contract by the Company.

1.7 In the event that the Company's account funds are insufficient : Payer the bank payment demand letter from getting then: 2 ( two ) working days of the day during need is inform To the customer: in writing in the form of

1.8 After submitting 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 terms:**

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

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

2.2.1. The client certifies that the company 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. The address of the company, bank statements:**

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 secretary of the committee before the invitation is published in the bulletin.*

|  |
| --- |
| 1. **PAYMENT REQUIREMENT:** |
| 2 . Number: |
| 3 . Presentation: date : \_\_\_ \_\_\_ 20\_\_\_ \_ |
| 4 . Payer's name , or first and last name (Company : |
| 5 . Financial organization serving the payer ( bank) . |
| 6 . Payer: account number : |
| 7 . Payer: AVC : |
| 8 . Payer: PSC : |
| 9 . Beneficiary 's name , or first and last name : |
| 10. Beneficiary PSC ( cannot be filled in ) |
| 11 . Beneficiary AVC : |
| 1 2. Beneficiary's name servicing financial organization (bank) : |
| 1 3. Beneficiary account the number ( hs.N ) |
| 1 4 .The amount ( in numbers and: in words ) . |
| 15. Accepted amount: (in figures and: in words) ( intended for partial acceptance of the specified amount, which is not applied ) |
| 1 6. Currency ( in words and: with code ). |
| 1 7. Purpose of the transaction ( payment ) : *( for qualification assurance )* |
| 1 8 . Grounds for making the payment: ( Name of the documents , including the damages agreement, to them the numbers p \_ the code 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 filling order of the Payment request letter defined in this invitation.*

**Payment: of demand mandatory valid conditions and: filling the guide**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| R/R | **Terms of validity of the document "Request for payment".** | **of the specified field/****existence of a valid condition in the document** | **Requirement to complete a valid condition** **( related to the procurement process )** | **Validity:****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 | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | mandatory | mandatory | is completed by the beneficiary on the day of submission of the payment request to the payer's bank . |
|  | Name of the payer , or first and last name | mandatory | mandatoryfill in the name of the person (payer) from whose account the amount specified in the request should be debited. Fill in the payer's name, surname if it is a natural person or name if it is a legal entity. Other data is also indicated as necessary. To be completed by the payer | filled in by the payer |
| 5. | name of the financial organization (branch) serving the payer (payer's bank) | mandatory | mandatory | filled in by the payer |
| 6. | the payer's account number | mandatory | mandatorythe number of the payer's bank account in the financial organization serving him (branch) is filled in, from which the amount specified in the demand letter should be charged | filled in by the payer |
| 7. | Payer's ID number | mandatory | optionalis supplemented 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 | optionalis 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 | mandatorythe name of the beneficiary (payee) is filled in. Other data is also indicated as necessary | is filled in advance 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 | optionalis supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is filled in advance by the beneficiary by invitation |
| 12. | the name of the financial institution (branch) serving the beneficiary | mandatory | Mandatory | is filled in advance by the beneficiary by invitation |
| 13. | beneficiary account number | mandatory | mandatorytreasury ) account to which the funds collected from the payer should be transferred is filled | is filled in advance by the beneficiary by invitation |
| 14. | amount (in numbers and words) | mandatory | mandatorythe amount payable to the beneficiary is filled | filled in by the payer  |
| 15. | Amount accepted: (in numbers and: in 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 | Mandatory words to ensure qualification | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatorythe data of the document that is the basis for the collection of the amount specified in the demand letter and the payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank servicing the payer, the number of the contract that is the basis for submitting the demand letter is filled in , purchase procedure code according to the tort 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. | number of attached pages | mandatory | optionalthe number of pages of the documents attached to the demand letter, which must be provided to the payer, is filled ( to the payer's bank )If the < Basis of payment execution> field is filled, then this data must be filled . | is completed to the beneficiary from |
| 2 1.a. | signature of the payer | mandatory | mandatorythis field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment Terms field , then the payer agrees in advance by signing to debit the said 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 orthe payer's electronic signature is placed |
| 2 1.b. | payer's stamp | mandatory | mandatoryin the presence of a seal , when the payer submits the claim in paper form | is signed by the payerwhen submitting in paper form |
| 22.a. \_ | Beneficiary's signature | mandatory | Mandatory : filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | Beneficiary's stamp | mandatory | mandatoryif there is a 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 organization (branch) serving the payer | mandatory | mandatoryin paper form to the financial institution serving the payer in case of full submission |  |
| 2 3 .b. | stamp of the financial organization (branch) serving the payer | mandatory | mandatoryif the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | mandatory | mandatoryThe financial organization (branch) serving the payer must specify the date, time, and minute of the request. |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optionalis filled in upon presentation to the financial organization serving the beneficiary , where the employee's signature is placed on the paper request |  |
| 2 4 .b. | the seal of the financial organization (branch) serving the beneficiary | mandatory | optional \_the payment request form is filled in upon the latter's presentation , where stamp is placed on the paper request |  |
| 2 4 .c | date, time, minute of the financial institution serving the beneficiary | mandatory | optional \_the payment request form is filled in upon the latter's presentation , where this data are placed on the paper request |  |

**Appendix 5**

LM - TH - HMAAPDSB -23/30 **with code**

**Urgent one from the person of purchase of invitation**

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

**(contract security)**

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

name of the customer

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

**the N contract to be concluded**

number of the contract to be concluded

**ensuring the fulfillment of obligations (hereinafter - 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 delivery of the goods 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 shall also send a printed version of this 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 specified in point 1 of this guarantee.

----------------------------------- to the e-mail address.

secretary's e-mail mailing address

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

1) N: of the contract, including those made therein

number of the contract to be concluded

copies of amendments, additional agreements.

2) the notice published by the beneficiary in the current bulletin 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 in by the secretary of the committee before the invitation is published in the bulletin.*

**Appendix 5.1**

**LM - TH - HMAAPZB with code -23/30**

**Urgent one from the person purchase invitation**

 **TORT AGREEMENT**

  **(contract security)**

c. Yerevan 20 years

 , represented by the Director of the Company

Company Name:The name of the director of the company, passport data , which operates on the basis of the company's charter (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 (hereinafter referred to as the Client).

 name of the customer

organized by: to the code purchase procedure.

 procedure code

1.2 In order to ensure 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 Payment terms 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 additional approval, because The Company has already signed the Demand Letter for acceptance.

b) The Demand Letter is the basis for the Paying Bank to charge the entire amount indicated 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 execution 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. This Indemnification Agreement and attached Claim electronic digital with a signature approved to be case them Payer To the bank are is introduced electronic with carriers like also of them out of print paper with options .

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

1.6 The Bank does not bear any responsibility for the Company's risks (damages incurred by the Company) and negative consequences resulting from 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 violation of the terms of the contract by the Company.

* 1. In the event that the Company's account funds are insufficient: Payer the bank payment demand letter from getting then: 2 ( two ) working days of the day during need is inform To the customer: in writing in the form of
	2. After submitting 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 terms**

2.1 This agreement and the Demand Letter are irrevocable, enter into force from the moment of ratification by the Company and are valid until and including the twentieth business day following the last day of full performance of the obligations assumed by the Company under the contract to be concluded.

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

2.2.1. The client certifies that the company 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. The address of the company, bank statements:**

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 secretary of the committee before the invitation is published in the bulletin.*

|  |
| --- |
| 1. **PAYMENT REQUIREMENT:** |
| 2 . Number: |
| 3 . Presentation: date : \_\_\_ \_\_\_ 20\_\_\_ \_ |
| 4 . Payer's name , or first and last name (Company : |
| 5 . Financial organization serving the payer ( bank) . |
| 6 . Payer: account number : |
| 7 . Payer: AVC : |
| 8 . Payer: PSC : |
| 9 . Beneficiary 's name , or first and last name : |
| 10. Beneficiary PSC ( cannot be filled in ) |
| 11 . Beneficiary AVC : |
| 1 2. Beneficiary's name servicing financial organization (bank) : |
| 1 3. Beneficiary account the number ( hs.N ) |
| 1 4 .The amount ( in numbers and: in words ) . |
| 15. Accepted amount: (in figures and: in words) ( intended for partial acceptance of the specified amount, which is not applied ) |
| 1 6. Currency ( in words and: with code ). |
| 1 7. Purpose of the transaction ( payment ) : *( for ensuring the fulfillment of the contract )* |
| 1 8 . Grounds for making the payment: ( Name of the documents , including the damages agreement, to them the numbers p \_ the code 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 filling order of the Payment request letter defined in this invitation.*

**Payment: of demand mandatory valid conditions and: filling the guide**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| R/R | **Terms of validity of the document "Request for payment".** | **of the specified field/****existence of a valid condition in the document** | **Requirement to complete a valid condition** **( related to the procurement process )** | **Validity:****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 | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | mandatory | mandatory | is completed by the beneficiary on the day of submission of the payment request to the payer's bank . |
|  | Name of the payer , or first and last name | mandatory | mandatoryfill in the name of the person (payer) from whose account the amount specified in the request should be debited. Fill in the payer's name, surname if it is a natural person or name if it is a legal entity. Other data is also indicated as necessary. To be completed by the payer | filled in by the payer |
| 5. | name of the financial organization (branch) serving the payer (payer's bank) | mandatory | mandatory | filled in by the payer |
| 6. | the payer's account number | mandatory | mandatorythe number of the payer's bank account in the financial organization serving him (branch) is filled in, from which the amount specified in the demand letter should be charged | filled in by the payer |
| 7. | Payer's ID number | mandatory | optionalis supplemented 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 | optionalis 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 | mandatorythe name of the beneficiary (payee) is filled in. Other data is also indicated as necessary | is filled in advance 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 | optionalis supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is filled in advance by the beneficiary by invitation |
| 12. | the name of the financial institution (branch) serving the beneficiary | mandatory | mandatory | is filled in advance by the beneficiary by invitation |
| 13. | beneficiary account number | mandatory | mandatorytreasury ) account to which the funds collected from the payer should be transferred is filled | is filled in advance by the beneficiary by invitation |
| 14. | amount (in numbers and words) | mandatory | mandatorythe amount payable to the beneficiary is filled | filled in by the payer  |
| 15. | Amount accepted: (in numbers and: in 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 filled in | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatorythe data of the document that is the basis for the collection of the amount specified in the demand letter and the payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank servicing the payer, the number of the contract that is the basis for submitting the demand letter is filled in , purchase procedure code according to the tort 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. | number of attached pages | mandatory | optionalthe number of pages of the documents attached to the demand letter, which must be provided to the payer, is filled ( to the payer's bank )If the < Basis of payment execution> field is filled, then this data must be filled . | is completed to the beneficiary from |
| 2 1.a. | signature of the payer | mandatory | mandatorythis field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment Terms field , then the payer agrees in advance by signing to debit the said 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 orthe payer's electronic signature is placed |
| 2 1.b. | payer's stamp | mandatory | mandatoryin the presence of a seal , when the payer submits the claim in paper form | is signed by the payerwhen submitting in paper form |
| 22.a. \_ | Beneficiary's signature | mandatory | Mandatory : filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | Beneficiary's stamp | mandatory | mandatoryif there is a 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 organization (branch) serving the payer | mandatory | mandatoryin paper form to the financial institution serving the payer in case of full submission |  |
| 2 3 .b. | stamp of the financial organization (branch) serving the payer | mandatory | mandatoryif the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | mandatory | mandatoryThe financial organization (branch) serving the payer must specify the date, time, and minute of the request. |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optionalis filled in upon presentation to the financial organization serving the beneficiary , where the employee's signature is placed on the paper request |  |
| 2 4 .b. | the seal of the financial organization (branch) serving the beneficiary | mandatory | optional \_the payment request form is filled in upon the latter's presentation , where stamp is placed on the paper request |  |
| 2 4 .c | date, time, minute of the financial institution serving the beneficiary | mandatory | optional \_the payment request form is filled in upon the latter's presentation , where this data are placed on the paper request |  |

**Appendix 5.2**

**LM - TH - HMAAPDSB -23/30 with code**

 **of invitation**

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

**(advance payment provision)**

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

name of the customer

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

**to be sealed N: advance payment provided for in the contract**

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 delivery of the goods specified 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 of this guarantee from his official email 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 clause 1 of this guarantee: ----------- ------------------------ to the e-mail address.

secretary's e-mail mailing address

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

1) N: of the contract, including those made therein

number of the contract to be concluded

copies of the amendments, additional agreements.

2) the notice published by the beneficiary in the current bulletin 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 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 in by the secretary of the committee before the invitation is published in the bulletin.*

**Appendix 6**

**LM - TH - HMAAPZB with code -23/30**

**Urgent one from the person purchase invitation**

**STATE NEEDS FOR PRODUCT DELIVERY**

**CONTRACT:**

**N:**

 c. 20 years

\_\_\_\_\_\_ for \_\_\_\_\_ of which works based on the charter of , hereinafter the Buyer, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on the charter of , hereinafter the Seller, on the other hand, concluded this contract regarding the following.

**1. AGREEMENT SUBJECT**

1.1. The seller undertake is hereby defined by the contract (hereinafter referred to as the contract ). who , in terms, terms and address to the Buyer supply with the annex N 1 of the contract Technical the product (hereinafter referred to as the product) provided for in the schedule of the purchase of nature , and The buyer undertake is accepted the item and: to pay of it for .

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

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

2.1.1 If the Seller does not deliver the product within the period specified by the contract, to refuse the product, if the delivery dates have been violated more than a day.

2.1.2 If a product of inappropriate quality, not meeting the technical specifications stipulated in the contract, was delivered:

a) to demand compensation for the expenses incurred due to the inappropriate quality of the product;

b) not to accept the product, setting at its discretion a reasonable period of free replacement of the product of inappropriate quality with a product of the quality corresponding to the contract, and to demand from the Seller to pay the fine provided for in clause 6.3 of the contract;

c) refuse to fulfill the contract and demand the return of the money paid for the product.

2.1.3 If the amount of goods delivered is less than that determined by the contract, then:

a) request to fill the less delivered quantity of the product,

b) to refuse the delivered product and to pay for it, and if the product has been paid for, to demand the return of the paid amount and to pay the penalty stipulated in clause 6.2 of the contract.

2.1.4 If a product was delivered in violation of the type condition, at his choice:

a) accept the product that meets the type condition and reject the rest of the products;

b) refuse all delivered goods and demand payment of the penalty provided for in clause 6.2 of the contract;

c) demand a free replacement of a product that does not meet the condition regarding the type with a product corresponding to the type provided for in the contract.

2.1.5 In case of violation of the delivery terms by the Seller, at its discretion, set a new delivery date for the goods and request the Seller to pay the penalty provided for in clause 6.2 of the contract.

 2.1.6 To require the Seller to compensate the damages if, as a result of the Seller's breach of obligation, within a reasonable period of time after the termination of the contract, the Buyer purchased a product from another person at a higher, but reasonable price, instead of the one provided for in the contract, in the amount of the difference between the prices specified in the contract and the transaction concluded instead, as well as all necessary and reasonable expenses incurred by him in acquiring the goods from another person.

2.1.7 Unilaterally terminate the contract (full or partial) if the Seller has materially violated the contract;

 2.1.7.1 The violation of the contract by the seller is considered material if:

 a) delivered a product of inappropriate quality that cannot be replaced within a period acceptable to the Buyer;

 b) product delivery dates have been violated more than a day

2.1.8 Inspect the product and immediately notify the Seller of any defects found.

**2.2 The buyer is obliged to:**

2.2.1 Perform all necessary actions to ensure acceptance of the delivered product in accordance with the contract.

2.2.2 In case of refusal of the goods delivered by the Seller in accordance with the contract, ensure the responsible protection of the goods and immediately inform the Seller about it.

2.2.3 In case of acceptance of the goods delivered in the order and terms stipulated by the contract, to pay to the Seller the sums payable by the latter, and in case of violation of the payment term, also the penalty provided for in clause 6.5 of the contract.

2.2.4 Notify the Seller about the violation of the terms of the contract regarding the quantity, variety, and quality of the product immediately after discovering the defect or within a reasonable period of time, when the violation of the corresponding condition of the contract should have been detected based on the nature and importance of the product.

2.2.5 In accordance with clause 2.3.3 of the contract, after the termination of the contract, to compensate the Seller for the damages caused by the latter and substantiated in the prescribed manner.

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

2.3.1 Request the buyer to accept the goods delivered in the order , volumes , terms and address provided for in the contract.

to pay the amounts payable to him for the goods delivered and accepted by the Buyer in the order , volumes , terms and address provided for in the contract .

2.3.3 Terminate the contract unilaterally (in whole or in part) if the Buyer has materially breached the contract.

2.3.3.1 The breach of the contract by the buyer is considered significant if the terms of payment for the goods have been repeatedly violated.

2.3.4 To deliver the goods early with the consent of the buyer.

**2.4 The seller is obliged to:**

2.4.1 Deliver the goods to the buyer in the order, volumes, terms and address provided by the contract.

2.4.2 Ensure the delivery of the product in accordance with sub-clause b) of clause 2.1.2 and (or) clause 2.1.5 of the contract within the time limits set by the Buyer.

2.4.3 Deliver goods free of third party rights to the buyer.

2.4.4 To deliver to the buyer the quality and quantity of goods specified in the contract, within the terms and at the address specified in the contract, and at the buyer's request, to provide the documents certifying the quality of the goods, defined by RA legislation.

2.4.5 In case of allowing incomplete supply, fill in the incomplete supply in accordance with the procedure provided by the contract.

2.4.6 Take back the goods accepted by the Buyer for responsible custody in accordance with clause 2.2.2 of the contract or dispose of them within a reasonable period of time, as well as compensate the necessary expenses related to accepting the goods for responsible custody, selling them or returning them to the Seller.

2.4.7 In the cases provided for in the contract, to pay the penalty and fine provided for in clauses 6.2 and 6.3 of the contract.

2.4.8 Hand over the product belongings and relevant documents to the buyer.

2.4.9 In accordance with clause 2.1.7 of the contract, after the termination of the contract, to compensate the Buyer for the damages caused by the latter and justified in the prescribed manner.

2.4.10 The person who submitted the qualification and contract security is obliged to notify the Buyer in advance in writing in case of starting a liquidation or bankruptcy process during the validity of the security.

**3. CONTRACT PRICE AND METHOD OF PAYMENT**

3.1 The contract price is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AMD, including VAT.[[4]](#footnote-4) The contract price includes all payments (expenses) to be made by the Seller to ensure the performance of the contract, including taxes, duties, transportation, insurance costs, gratuities and expected profit.

The price of the supply of the product is stable and the Seller has no right to demand an increase and the Buyer to decrease that price.

3.2 From the date of writing of the Agreement RA: AMD , Buyer transfer is Seller's bank account as \_ advance payment. Advance payment redemption is being implemented is handover-acceptance protocols based on on to be performed from payments to make deductions ( deductions ) . in a way . Moreover, no payments are made to the Seller until the full payment of the advance payment .[[5]](#footnote-5)

3.3 The buyer pays for the goods delivered to him in AMD cashless by transferring funds to the Seller's settlement account. The transfer of funds is carried out 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 buyer enters the payment order 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 specified by the payment schedule of this contract [[6]](#footnote-6).

**4. PRODUCT QUALITY AND WARRANTY**

4.1 The seller guarantees the conformity of the quality of the supplied product with the requirements of the state standard.

4.2 For products that are the main means, a warranty period is established from the day following the day of acceptance of the product by the Buyer. calendar day. If defects of the delivered product appear during the warranty period, the Seller is obliged to eliminate the defects at his own expense within a reasonable period of time set by the Buyer.[[7]](#footnote-7)

**5. PRODUCT PICKUP AND ACCEPTANCE**

5.1 The supplied product is accepted by signing the delivery-acceptance protocol between the Buyer and the Seller. The fact of handing over the product to the Buyer is recorded by a mutually approved document between the Buyer and the Seller, indicating the date of the document.

Until and including the day scheduled for the delivery of the goods under the contract, the Seller provides the Buyer with the document, signed by him, recording the fact of handing over the goods to the Buyer (appendix N 3.1), and through the electronic procurement armeps system (the manual for the implementation of the operation is posted on the Electronic Procurement website at www.procurement.am section) - also the handover-acceptance protocol (appendix N 3). At the same time, the Seller 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 filling procedure is posted in the subsection of the Minister of Finance's orders of the Legislation section of the website at www.procurement.am).

5.2 If the delivered goods comply with the terms of the contract, the Buyer will be charged from the working day following the date of receipt of the documents specified in clause 5.1 of the contract. signing during the working day and through the armeps system of electronic purchases provides the Seller with the handover-acceptance protocol signed by him and the positive conclusion that is the basis for its signing.

returns the handover-acceptance protocol and the negative conclusion that was the basis for its non-signing back to the Seller through the electronic procurement armeps system within the period specified in clause 5.2 of the contract. In the case of application of this clause, the Buyer 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 Seller.

5.4 If the Buyer does not accept the delivered goods or does not refuse to accept them within the period specified in clause 5.2 of the contract, then the supplied goods are considered accepted and on the ­working day following the deadline specified in clause 5.2 of the contract, the Buyer provides the Seller with the handover-acceptance protocol signed by him ­through the electronic procurement system. :

**6. LIABILITY OF THE PARTIES**

6.1 The seller is responsible for the quality of the delivered product and the delivery dates provided for in the contract.

(zero whole five hundredths) percent of the price of the goods subject to delivery but not delivered shall be charged to the Seller for each delayed working day .

6.3 In each case of delivering a product that does not meet the technical specification specified in clause 1.1 of the contract, a penalty of 0.5 (zero whole five decimal) percent of the contract price is charged to the Seller. in size.[[8]](#footnote-8) Moreover, the fine is also calculated. in case of delivery of the goods within the period specified by this contract, but not accepted by the customer.

6.4 The penalty and penalty provided for in clauses 6.2 and 6.3 of the Agreement are calculated and set off against the amounts payable to the Seller.

(zero whole five hundredths) percent of the payable but unpaid amount is calculated for each delayed working day .

6.6 In cases not provided by the contract, the parties are responsible for failure to fulfill their obligations or improper fulfillment in accordance with the RA legislation.

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

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

The parties are released from liability for failure to fully or partially fulfill the obligations under the contract, if it was due to force majeure, which arose after the conclusion of this contract, and which the parties could not foresee or prevent. Such situations are earthquake, flood, fire, war, declaring a state of military and emergency, political disturbances, strikes, suspension of work of means of communication, acts of state bodies, etc., which make it impossible to fulfill the obligations under this contract. If the effect of 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. OTHER TERMS**

8.1 The Agreement strength in is enter Parties signing from and valid until by agreement of the parties undertaken obligations alive in volume performance .

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.[[9]](#footnote-9)

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

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 in the purchase process organized for the purpose of concluding the contract, before the conclusion of the contract, the Seller submitted false documents (information and data) or to recognize the latter as a selected participant. does not comply with the legislation of the Republic of Armenia, then after these grounds appear, the Buyer 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 Buyer does not bear the risk of losses or missed benefits arising for the Seller as a result of the unilateral termination of the contract, and the latter is obliged to compensate the losses suffered by the Buyer 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 examination in the courts of the Republic of Armenia.

8.5 Amendments 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 of the contract, which lead to an artificial change in the volume of the purchased product or the unit price of the purchased product 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 was implemented by signing an agency contract.

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

2) in the event of a change of agent during the execution of the contract, the Seller shall notify the Buyer in writing, providing a copy of the agency contract and the data of the person who is a party to it, within five working days from the date of the change.[[10]](#footnote-10)

8.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several liability. Moreover, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of responsibility provided for in the contract are applied to the consortium members.[[11]](#footnote-11)

8 . 8 Delivery of the product \_ \_ \_ period can is be extended until with the title p period Expiration : Seller's: of recommendation availability in case provided that : Buyer in: approx no gone of the product of use the requirement , and Seller's: the suggestion presented is no later than \_ by contract in: initially of supply for established period upon expiry at least 7 calendar days day before \_ Moreover, in the case defined by this clause, delivery of the product period can is be extended one times up to 30 calendar days by day , but no more than by contract established the term is \_

8.9 The benefits (savings) or losses suffered by the parties (Seller or Buyer) under the conditions of proper performance of the contract 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 Seller 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 Seller is responsible for them.

 8.10 The contract cannot be modified ­due to partial non-fulfillment of the obligations of the parties or be completely resolved by the mutual agreement of the parties, except for the cases of reduction of the financial allocations necessary for the supply of goods 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 supply of the product in accordance with the legislation of the Republic of Armenia.

 8.11 The Buyer shall publish the notice of unilateral termination of the contract in whole or in part based on the Seller's non-fulfillment or improper fulfillment of the obligations assumed by the Seller in the Notices of Unilateral Termination of Contracts section of the website operating at www.procurement.am, indicating the date of publication. ­The seller, regarding the unilateral termination of the contract, is considered duly notified from 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 Buyer shall also send it to the Seller's e-mail. 8.12 Disputes arising in connection with the contract are resolved through negotiations. In case of failure to reach an agreement, the disputes are settled by court order.

8.13 The 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 and N 3.1 of the contract are considered an integral part of the contract.

8.14 The law of the Republic of Armenia shall be applied to relations related to the contract.

 8.15 The supply of goods under 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 customer of the product delivery results specified in the previous agreement in full. If the amount of financial resources allocated for the execution of the contract exceeds twenty-five times the base purchase unit, then the Buyer will sign an agreement if the qualification and contract provisions presented by the Seller 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, paragraph 1, paragraph 1, and paragraph 17, paragraph b, of Annex No. 1 of Decision N. At the same time, the Seller signs the agreement, and in case of replacement of the qualifications and provisions of the contract presented in the form of damage, also presents the new security to the Buyer within fifteen working days from the date of receiving the notice of signing the agreement. Otherwise, the contract is unilaterally terminated by the Buyer.[[12]](#footnote-12)

**9. Addresses, bank statements and signatures of the parties**

|  |  |  |
| --- | --- | --- |
| **BUYER:** -------------------------------------/ signature /K. \_ T: |  | **SELLER**-------------------------------------/ signature /K. \_ T: |

*If necessary, provisions that do not conflict with RA legislation may be included in the contract.*

*Appendix N 1*

*20 years sealed*

*contract code*

TECHNICAL SPECIFICATION - PURCHASE SCHEDULE

 AMD

|  |
| --- |
| Product: |
| the dose number on the invitation | the transit code provided by the procurement plan according to the CMA classification (CPV) | the name | trademark, brand name, model and manufacturer name | technical specification | unit of measurement | unit price/ AMD | total price/ AMD | total amount | of supply |
| the address | subject quantity | The term: |
|  | **16331200** | Agricultural equipment / hay press / acquisition |  | * The weight. 1500-1600 kg
* cm 450-500 cm
* Width 250-270 cm
* The height. 170-180 cm
* Productivity. (average speed) 170-230 beats/hour
* Power transmission shaft. 540 rpm 540
* Required power of the tractor. 35-55 z/u
 | pcs | 4 000 000 | 4 000 000 | 1: | Tumanyan, community | 1: | 25 . 12 . 2023 |

|  |  |  |
| --- | --- | --- |
| **BUYER:**-------------------------------------/ signature /K. \_ T: |  | **SELLER**-------------------------------------/ signature /K. \_ T: |

*Appendix N 2*

*20 years sealed*

*contract code*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE

 RA: AMD

|  |
| --- |
| Product: |
| the dose number on the invitation | shopping with a plan planned through code : according to GMA: classification (CPV) | the name | payments are planned to be made in 2023 and 2024. by months, incl |
|  |  |  | january | February | march | April | may | June | July  | august | September  | October |  november | december | That's all |
|  | **16331200** | Agricultural equipment / hay rake / acquisition | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | 100 % | 100 % |

 *Payment: subject to the amounts are presented in ascending order in order. If the contract is signed on the basis of Article 15, Part 6 of the RA Law 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*

|  |  |  |
| --- | --- | --- |
| **BUYER:**-------------------------------------/ signature /K. \_ T: |  | **SELLER**-------------------------------------/ signature /K. \_ T: |

*Appendix N 3*

*20 years sealed*

*contract code*

|  |  |
| --- | --- |
| of the contract side \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N:**

**CONTRACT OR: THAT MI: PART PERFORMANCE RESULTS**

**RECEPTION - ACCEPTANCE**

 20 years \_

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

of the contract sealing date : \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20

of the contract number : \_\_\_\_\_\_\_\_\_\_

Client: and: of the contract the side basis accepting of the contract performance regarding 20:00 year invoice N \_\_\_ written off , made this protocol about the following:

of the contract within To supply the party to the contract is as follows: products:

|  |  |
| --- | --- |
| N: | Provided of goods |
| the name | a brief description of the technical specification | quantitative index | execution period | Amount to be paid /thousand drams/ | Payment term /according to the payment schedule/ |
| according to the purchase schedule approved by the contract | actually | according to the purchase schedule approved by the contract | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 of this protocol bilateral basis for approval account the invoice and: positive conclusion are an integral part of this protocol and are attached.

|  |  |
| --- | --- |
| Delivered the product | Product received |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_last name, first name |
| K.T.   |   K.T. |

*Appendix 3.1*

*20 years sealed*

*contract code*

ACT N:

of the contract the result To the buyer to deliver the fact to fix regarding

 It is hereby recorded is that of ( hereinafter : Buyer ) and \_

 Buyer's: the name Seller's: the name

(hereinafter: Seller ) between 20 \_ \_ N sealed to

 date of conclusion of the contract, contract number

within the framework of the contract, the Seller 20 delivered the following goods to the Buyer for the purpose of delivery-acceptance.

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

This act 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 price does not exceed the thresholds set by the World Trade Organization government procurement agreement, then this sentence is removed from the announcement.* [↑](#footnote-ref-1)
2. *The point is , how? also 1 of the invitation Part 7 \_ department from the invitation removed is if :*

*- the procedure being organized is " Shopping About " RA : 15 of the law Article 6 \_ of the 1st point of the part based on on \_*

*- purchase by application data of the procedure in the frame to buy the price of the product (planned (anticipated) total purchase price) no exceed 25:00 million \_ RA: the dram .*

*- the purchase is being implemented is of urgency based on conditioned one from the person of purchase in the form of*

*Present condition of application case being edited are of invitation points , sections and: their done links :* [↑](#footnote-ref-2)
3. If the regulation provided by the second sentence of point 2.4 of part 1 of this invitation is applied, then the words <<undertakes to submit qualification assurance in the order and time specified in the invitation, in case of being recognized as a selected participant.>> are replaced by <<or within the scope of this procedure the organization producing the products supplied by the latter, as an official representative, has a creditworthiness rating awarded by international reputable organizations (Fitch, Moody's, [Standard & Poor's ) at least equal to the sovereign rating awarded to the Republic of Armenia](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) , as of the date of opening bids. >> with words. At the same time, the size of the rating and the name of the organization with the creditworthiness rating are also indicated.

\*to be completed by the secretary of the commission before publishing the invitation in the newsletter.

\*\* - When filling out the application statement, the participant who is a resident of the Republic of Armenia indicates the link to the website containing information about his real beneficiaries registered in the agency of the State Register of Legal Entities in accordance with the Law "On State Registration of Legal Entities, Divisions of Legal Entities, Institutions and Individual Entrepreneurs":

- 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. [↑](#footnote-ref-3)
4. *If the Seller's bid presented is without VAT , then \_ \_ the contract when sealing " inclusive The words " VAT " removed are \_* [↑](#footnote-ref-4)
5. *The seller may refuse the offered advance payment or part of it. At the same time, to be sealed in the contract, the advance payment is set in the amount agreed between the Buyer and the Seller. If: by contract no planned advance payment allocation , then hereby the point removed is from the project* [↑](#footnote-ref-5)
6. *In the case of clients who do not have accounts in the Treasury, the last paragraph of this point is edited with the following content: "In addition, the payment for the purchase is made within the period specified by the payment schedule of this contract, within five working days."* [↑](#footnote-ref-6)
7. *This clause is removed from the draft contract if the product to be purchased is not a fixed asset. And if the product to be purchased is a fixed asset, the warranty period should not be less than 365 calendar days.* [↑](#footnote-ref-7)
8. *If the contract was concluded 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 against the total price specified in the contract for that portion.* [↑](#footnote-ref-8)
9. *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-9)
10. *This clause is removed from the contract if the contract is not implemented by signing an agency contract.* [↑](#footnote-ref-10)
11. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-11)
12. *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 and provisions of the contract presented in the form of damages, also 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 Purchases".* [↑](#footnote-ref-12)