STATEMENT:

ABOUT RATING REQUEST

This text of the statement is approved by the evaluation committee

2024 by decision No. 01 of September 16

Procedure Code: LM-TH-GHASHZB-24/20

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

 As a result of this procedure, the selected participant will be offered to sign in the prescribed manner **Tumanyan community "Repair works of the porches of apartment buildings in Tumanyan city " execution** contract (hereinafter referred to as the contract).

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

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

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

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

Applications for participation in this procedure must be submitted electronically through the Armeps ( [www.armeps.am ) electronic procurement system](http://www.armeps.am) by **days from the date of publication of this announcement 25. 09 : 2024​ at 12:00** .**​** In addition to Armenian, applications can also be submitted in English or Russian.

Bids will be opened electronically through the Armeps electronic procurement system , within from the date of publication of this announcement25**. 09 : In 2024​ at 12:00 p.m. The** appeal regarding this procedure is carried out in accordance with the procedure established by the Law of the Republic of Armenia and the Code of Civil Procedure of the Republic of Armenia.

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

Phone: **093628881**

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

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

*Confirmed*

*LM-TH-GHASHZB-24/ 20 under cover*

*Quotation Evaluation Committee*

*in 2024​ By decision N 01 of September 16*

**RALORUMARZ TUMANYAN COMMUNITY GOVERNMENT**

INVITATION:

**TUMANYAN COMMUNITY " REPAIR WORKS OF MULTI-RESIDENTIAL BUILDINGS OF TUMANYAN CITY "** **RATING QUESTION FOR HANDLING PURPOSES**

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

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

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

*At the same time:*

*- when entering the application into the electronic procurement Armeps (www.armeps.am) system (hereinafter referred to as the system), it is necessary to be guided by* [*the Electronic Procurement Implementation 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 case of questions and problems related to the system, you can contact the customer, as well as the Ministry of Finance of the Republic of Armenia (hereinafter referred to as the authorized body): c. Yerevan, Melik-Adamyan str. 1 address (phone: (+37411) 28-93-20).*

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

**CONTENTS**

**TUMANYAN COMMUNITY " REPAIR WORKS OF MULTI-RESIDENTIAL BUILDINGS OF TUMANYAN CITY "** **INVITATION FOR RATING INVITATION PURPOSE TO HANDLE**

**PART I.​**

1. The nature of the purchase object

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

3. Clarifying the invitation and making changes to the invitation

4. The person who submitted the application

5. The bid proposal

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

7. Application provision

8. Notification , evaluation and summary of results

9. Conditional cancellation​

10. Qualifications and Terms

11. Declaring a current failure

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

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

1. Generalities

2. Current c phenomenon

3. Appendices 1-7

This invitation is issued in connection with the announcement of the request for quotation ( hereinafter referred to as the current one ) under the code LM-TH-GHASHZB-24/20 .

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 of organization " ( hereafter : Kar g ) , RA​ of the government in 2017 April 6 N 386- N by decision approved " Electronic form shopping order of execution and: other legal of acts requirements appropriate and: purpose: has Tumanyan community hall ( hereinafter referred to as the customer ) 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 m from the fodder 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 : Specified information​ correct input ­letter­​­​ after the person considered is h system registered Participant of what ? about automatic manner gets is Notice : Participant 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 of Armenia Republic the right . Present current c i with connected disputes subject to are exam of Armenia Republic in the courts .

Appraiser of the commission of the secretary electronic of mail the address is : **margarita.chatinyan@yandex.com**

PART I:

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

1.1 Purchase object is is **" Repair works of the porches of apartment buildings of Tumanyan city " of Tumanyan community** **of a request for quotation announced for the purpose of acquisition** *( hereinafter also work ) , which are grouped in one portion*

|  |  |
| --- | --- |
| ***Dose*** | ***Name of dose*** |
| ***the number*** | ***purchase price*** |
| 1: | 55 034 840 | **works of the porches of apartment buildings in Tumanyan city of Tumanyan community** |

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

**Attention. Present of purchase the process being organized is RA: of the government by carried out subsidy programs within and: funding is being implemented is community and State from budgets: respectively in fractions. Works performance in front of payment is being implemented is in the beginning community of share size, then of works the rest part performance justification certifier documents from submission, approval after is being implemented is financing State of the budget with a share *.***

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

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 was of terrorism financing , child operation or human trafficking including crime , criminal cooperation to create or to it 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 defined in order paid off or is eliminated .

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 became 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 framework 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 defined 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 defined 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 by 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. Participant holding more than ten percent of the shares of this 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.

G. Chairman of the board of this 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 - share) 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. 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) 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 agreements, assignment or other transactions) voting rights of the other to more than ten percent of the issuing 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;

G. of 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.

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

2.6 : The 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 demand of invitation clarification .

Participant right has applications presentation deadline upon expiry at least five calendar day ahead system through from the committee 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 5​

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 ) " Purchasing​ 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 defined 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 by technical of devices and equipment to be offered specifications : here by invitation planned technical characteristics equivalence according ­to the answer . And 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 . 5:00

3.5 Everyone has the right, before the deadline for making changes in the invitation, to submit justifications to the secretary of the evaluation committee from the point of view of the characteristics of the subject of purchase defined in the invitation, the requirements for ensuring competition and excluding discrimination, without specifying the name and surname makes changes in the invitation due to them 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 submit of the application new provides [[1]](#footnote-1). 6:00

**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.

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

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

4.2 Applications for the procedure must be submitted through the system no later than the date of publication of the announcement and invitation of this procedure in the system until September **24 , 2024 , at 12:00** p.m. 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 address of the activity and the telephone number , which includes:

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

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

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

**e) declaration of beneficial owners in accordance with Appendix 1. A declaration is not submitted if the participant is an individual entrepreneur or a natural person. Moreover, if the participant is declared a selected participant, the declaration provided for in this paragraph is automatically published in the system after opening the applications. simultaneously with the announcement of the decision to sign a contract, the bulletin is also published** .[[2]](#footnote-2)

 2) price offer approved by him;

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

4) in the case of the purchase of construction works, a certificate approved by him with the project documents attached to this invitation, which is also an integral part of the contract to be concluded, about the obligation to install (use) materials and (or) devices and equipment that meet the specified technical specifications and warranty service conditions, until the installation (use) of their technical characteristics, trademarks, brand names and warranty periods by prior written agreement with the customer the certification is also confirmed by a separate attachment with the contract to be signed; 9 o'clock

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

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

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

* Any of the parties to the joint activity agreement cannot submit a separate application to this procedure (the same portion).
* 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. THE PUBLIC OFFER**

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

5.2 The participant submits a price offer (the sum of cost and projected profit) and value added tax in the form of calculation consisting of general components. Calculation of value components - opening or other details are not required and submitted. If the participant has to pay value added tax to the state budget of the Republic of Armenia presented​ price the amount to be paid for that type of tax is provided in a separate line in the proposal . Moreover .

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

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

**MG is the price offered by the selected participant.**

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

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

**VG is the amount paid for the works specified in the bill of quantities 9**

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 price offer value and value added tax columns are filled with both numbers and letters, and they correspond to each other, and in the total price column, the amount indicated by letters is filled with extra words, resulting in a non-existent number. Moreover, in this paragraph in the mentioned case, the evaluation committee, when evaluating the application, takes as a basis the sum of the sums filled with letters in the value and value-added tax columns;

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

5.3 If the price of the 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 is necessarily 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​ by 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.

**7. APPLY SECURITY**

7.1 Participant with the application : herewith by invitation submit in the prescribed manner is of the application provide​

**Application: provision is introduced is banking of guarantee (appendix 3) or cash of money in the form of which size equal is of the purchase price five percent . If: to participate price the offer exceed is of purchase price then​ of the application provision size equal is price offer five to the percentage : in which if the participant of the application provision submitted is hereby with a point defined from size more then​ the application considered is of invitation requirements satisfying and: subject to not of rejection**

Cash: of money form presented of the application provision need is be transferred Central in the treasury authorized of the body by name opened " 900008000466 " Treasury at the expense of which subject to is return it presented by to the participant : except hereby 1 of the invitation with clause 7.3 of the part planned cases :​ in which of the application provision being returned is the contract to be sealed on the day next five working of the day During : Purchase the procedure non-existent to be announced case of the application provision being returned is of inactivity the term upon completion next five working of the day during if​ of purchase of the procedure the results appealed They will not complain availability case of the application provision being returned is of purchase the procedure non-existent to announce about appraiser of the commission the decision unchanged to leave about of court final judicial the act legal strength in to enter on the day next five working of the day during​

If: of purchase the procedure being organized is 15th of O renk Article 6​ part 2​ point based on on the application provision the contract sealed to the person being returned is financial funds planned to be regarding parties between the agreement to be sealed on the day next five working of the day during : If contract to seal on the day next six of the month during of the contract performance for financial funds they are not planned and: the contract being resolved is , then of the application provision being returned is the contract to be solved on the day next five working of the day during​[[3]](#footnote-3)

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

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

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

7.2 Purchase the procedure in portions to organize in case if :

a. the participant application present is from one more portions for , then of the application provision can is submit how each dose for separately , so email one of the application provides : all portions for : One of the application provide to be presented in case of that the amount is calculated is presented portions purchase prices and price suggestions of purchase the prices to surpass in case price of proposals of the total in relation to account taking 32nd of the order to point 1 of sub-item paragraph " e ". the requirements

b . Participant​ deprived is contract to seal from law any dose in part , then of the application provision paid is only that dose towards calculated provision in size :[[4]](#footnote-4)

7.3 Participant payment is of the application providing if​ he :

1) be announced is selected participant , however give up or deprived is contract to seal from the law .

2) violate is of purchase process in the frame undertaken obligation which​ lead to is to the process given Participant​ further participation termination .

7.4 Application safe​ need is valid be the application deadline from the expiry date counting 90 ( ninety ) working day​[[5]](#footnote-5)

 7.5 The client's head submits the request for security payment to the bank, and in the case of security submitted in the form of cash, to the Ministry of Finance of the Republic of Armenia , within five working days following the date of the request security payment or on the basis of incomplete submission of the documents attached to it, then the head of the client submits a new request in writing within two working days after receiving the refusal.

7 . 6:00 To participate the application subject to is rejection if : in it absent is of the application providing , or if it presented is of invitation requirements inconsistent .

**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 **until September 25, 2024 , at 12:00 .**

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 works 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 ranked. The ranking is determined by the chairman of the commission first opener the member her done with notes second opener member observation is present opening subject to it applications the list of which the system view is as Submitted ( suitable ) applications , from which: after second opener member confirmation is himself presented applications 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 defined in order

Purchase of the procedure portions quantity seventy five not to exceed case applications assessment is being implemented is to them 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 At the opening and evaluation session , the commission rejects the applications in which absent are price offers and/or bid provision or those presented are of invitation requirements inconsistent , except for the case defined by clause 8.9 of part 1 of this invitation.

8.3 Selected and: of 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​ appreciated applications presented by participants of the number - minimum price offer presented by to my partner preference to give in principle. And in which the commission by 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 by 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 the amount. If: offered the prices presented are two or more in currencies , then them compared to are of Armenia Republic in drams **at the exchange rate of the day set by the Central Bank of the Republic of Armenia** .

8. 6 H Commission of invitation requirements towards enough appreciated applications presented by from colleagues decision and: announcement is selected and: to such unrecognized participants : In the case of the purchase of construction projects, the commission evaluation is also compliance with the technical specifications of the presented devices and equipment of invitation Requirements : Recommended minimum of prices of equality case :

a . Selected and: not recognized as such participants to decide purpose of the commission in the session equal prices presented by participants with conduct are simultaneous negotiations if​ at the session present are that 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 presenting equal prices participants system by means of non-automatic notification, at the same time notification is of prices reduction around simultaneous of negotiations driving conditions, duration, day , time and: wild about​

c . The 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 my partner for , and until of negotiations for planned deadline completion of the participant can is review her price the offer

e . Negotiations for defined 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: of invitation requirements towards enough appreciated applications presented by participants the prices exceed are of purchase price then​ appraiser the commission can is low price offer presented by to the participant to announce selected participant: provided that : the latter with Sealable by contract planned parties rights and responsibilities strength in are enter of purchase the price surpassing in size extra financial funds to be planned and: of it based on on parties between agreement to seal in case​ in which the agreement being sealed is extra financial the means to be planned next fifteen working of the day during of work performance deadlines extending of the contract sealing from the date until agreement sealing the day fallen by period : Present point according to sealed the contract being resolved is , if sealing next sixty calendar of the day during additional financial funds they are not intended : Present point paragraph requirements they are not applies when​ applications submitted are from one more participants and: only one to participate revealed is be evaluated of invitation requirements enough​

Present point of non-application case the procedure O renk 37th​ 1 of the article to part 1 point based on on announced is non- existent

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 some of them are not approved by 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 notification sent to the participant describes in detail all the discrepancies found during the bidding process .

8. 10: If: hereby 8. 9th of the invitation with a point defined the participant in the term correction is recorded the discrepancy then the latter the application appreciated is Satisfying : Opposite in the case of a given participant the application appreciated is insufficient and: rejected g, including if the participant does not submit the original application security within the time limit set by this invitation, and the participant who takes the next place 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 commission is that​ the latter by established or having a share​​ the organization , or their close 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 by established or having a share​​ the organization hereby to the procedure to participate for submitted 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 . Moreover, the minutes of the committee session describe in detail the inconsistencies recorded as a result of the bid evaluation and the grounds for rejection of the bids 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) a printed (scanned) version of the minutes of the opening and evaluation of bids and the summary 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, is published in the newsletter , then appropriate notes are made about it in the protocol of the committee session.

publishes in the bulletin printed (scanned) versions of the statements about the absence of conflict of interest signed by him and the members of the evaluation committee present at the bid opening and evaluation session are 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. And 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 unilateral to solve about the statement to publish ( the notice ) . on the day next tenth​ Day : The decision to be held next the day it is provided in writing is authorized to the body and: to 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​ What day ?​ the decision to receive next fortieth of the day as of to participate by 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​ to the participant or contract sealed to the person in the list to include deadline to expire day , then the customer of it about in writing informs is authorized body of which based on on the participant no be 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 defined in order and: within the deadlines no present by invitation planned documents (including those subject to correction) or selected the participant no present 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 RA Law on Procurement agreement to seal purpose the contract sealed the person defined within the deadline unilateral 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 by the 5th and 6th parts of the Article 6, Part 1 of the Law, after the date of submitting the application, then this 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 to whom ? is the latter, here by invitation planned electronic to the post office to send via : The Secretary must is the documents to receive the day confirm to them 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 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 by 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 from the approved original document (scanned) version.

of Armenia Republic resident being partial ­attachments​ application inclusive : theirs by confirmable the actual ­papers confirmation are electronic digital signed , and of Armenia Public ­state resident non-existent participants - those documents present 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 . 19:00

8. 20 In the event that the selected participant does not sign the contract (refuses) or is deprived of the right to conclude a contract, the selected participant will be recognized as the next selected participant by the decision of the commission, using the procedure defined in clauses 8.13 to 8.19 of part 1 of this invitation .

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

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 appreciated to the participants ­: them sorting by evaluation results and price offers;

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

8.24 Before concluding 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 on concluding 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 by the contract to seal jurisdiction occurrence of the day between fallen period is.

Inactivity period hereby of the procedure in case " 10 " calendar 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 of declaring the procurement procedure 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 employer​ by The contract being sealed is in writing - one document to make through

9.2 Herein 1 of the invitation part 8 . with 25 points defined 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 : in which the contract can is to be sealed no sooner than​ hereby 1 of the invitation part 8 . with 25 points defined 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 in a way in which the contract for the purchase of construction works be included are selected to participate by by application devices and equipment presented .

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.

And in which the draft contract approved by the selected participant is submitted to the client in writing and the document of its submission is recorded in the client 's document circulation system 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: provisions of the contract to present demand based on on , it to receive from the date after 5 working days during , selected the participant must is submit qualification and: provisions of the contract. 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 present is qualification and provisions of the contract ( advance payment ) . 12.1:

10.2: Qualification: provision size equal is the purchase price of works to be purchased within the scope of this procedure **15 percent** : If the purchase price of the works is less than the price of the contract to be concluded, the amount of the qualification security is calculated against the price of the contract. Qualification: provision is introduced is of suffering ( appendix 4 : 2) or cash of money , or of banks by provided guarantees form. And in which provision need is valid be at least until of the contract performance the result from the customer by complete to be accepted on the day next 2 0th​ working the day including :[[6]](#footnote-6)

If: the purchase procedure is organized by portions and the participant is recognized as a selected participant for more than one portion , then he can submit both a separate qualification for each portion and one qualification for all 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.

[[7]](#footnote-7)Moreover, if the contracts for the purchase of works are signed on the basis of part 6 of Article 15 of the Law, then the provision of qualification presented in the part of the agreement (agreements) concluded for the given year within the framework of the existing financial allocations is subject to return by the person executing the agreement (agreements) in full. in case of proper execution and its result is fully accepted by the customer.

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

10.3. of the contract provision size make up is 10 percent of the purchase price . If the purchase price of the contract is less than the contract price, the contract security is presented in the form of a unilateral declaration of damages (appendix 14) .

If the purchase procedure is organized in installments and the participant is recognized as a selected participant in terms of more than one installment, he can submit both a separate contract for each installment and a single contract guarantee for all the installments in respect of the sum, taking into account the requirements of sub-paragraph 9 of Clause 32 of the Order.

The security of the contract must be valid at least until the 20th working day following the last day of full performance of the obligations set by the contract to be concluded .

Cash: of money form presented the security of the contract must be transferred to the treasury account "900008000664" opened in the name of the authorized body in the Central Treasury;

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

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

10.6 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 presented in the form of cash, to the authorized body within three working days following the date of occurrence on the basis of being submitted, the head of the client submits the new claim to the bank within two working days following the receipt of the refusal.

**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 : Moreover, of the communities needs for organized of purchase the procedure can is completely or partial non-existent be announced community Council of Elders decision based on on [[8]](#footnote-8)15​

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 defined 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 of Armenia Republic civilian of trial by the Code ( hereinafter: Code ) defined in order

Each who? right has By the Code defined 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 relationship are not , and them being regulated are of 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 of Armenia Republic civilian by the code defined in order

12 . 4. Herein by invitation defined 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 unilateral 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 : 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 given of purchase process with connected of the respondent of possession under situated all the evidence to demand about​

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

Present with a point planned within the deadline of the respondent by evidence 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 situated 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 : 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 present 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 actions to perform about be notified are electronic of communication through notices and: other documents Article 97 of the Code by article defined 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: to them 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 submit until of the claim answer to present for defined 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 defined 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 given performance of actions ( inaction ) . and: decision acceptance by law , otherwise legal by acts defined order saved to be the facts to prove duty wearing is the respondent

12 . 18 . Respondent: contested of actions ( inaction ) and decisions legality grounding evidence can is submit 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 defined 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 : 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 : 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 defined are " State toll about " by law.

**PART II:**

**Q: R: A: Q: A: N: C:**

1. **REQUEST FOR RATING INVITATIONS**
2. **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 submit 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.

1. **CURRENT THE APPLICATION**

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

Participant by application present is her by confirmed :

**1) "Eligibility criteria".**

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

**2.2** of the subcontract a copy and: of it side being person data if​ the contract to be carried out is agency through​

**2.3:** together activity the contract if participants of purchase to the procedure participates are together activity in order ( consortium ).[[9]](#footnote-9)

2.4 of the application security, which is presented in the form of cash or a 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 .[[10]](#footnote-10)

**2) "Financial standard"** .

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

2. 6 builders of works of purchase case her by approved certification according to the added N 1.1 , hereby to the invitation attached design with documents which is is also to be sealed of the contract inseparable part , defined technical characteristics and: warranty service conditions matching of materials and ( or ) devices and of equipment installation ( use ) obligation about: until installation (the use of) them technical characteristics , product signs , brand names , brands and: warranty deadlines in advance by written agreement of the client with : Present provided for in clause certification separately with app to be confirmed is also to be sealed by contract : 22:00

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 present 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 to them notarial in order authenticated examples.

**Appendix N 1**

" **LM-TH-GHASHZB-24/20** " **\*with code**

**RFP**

**APPLICATION\***

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

 reports is that​ wish has to participate

participle

 by​ **LM-TH-GHASHZB-24/20** declared by code

customer name

Quotation request portion ( s ) and invitation

dose ( s ) number

submits an application in accordance with the requirements .

 - declares and certifies that he is

participle

 resident :

country name

of​

participle

* The taxpayer registration number is :

taxpayer registration number

* e-mail address : .

email address

* The business address is :

business address

* the phone number is :

phone number

hereby declares and certifies that:

 Participant name

1) and persons related to him

 Participant name

satisfy " LM -TH-GHASHZB-24/20"\* to the requirements of the right of participation defined by the invitation to quote with the code and is committed to the selected

Participant name

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

2 ) within the scope of participating in the quotation request with the code " LM-TH-GHASHZB-24/20 " \* :

* 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 name:

affiliates and/or of

 to participate name:

by or more than fifty percent to

 to participate name:

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

Presents below​ of real beneficiaries

 to participate name:

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

brands , manufacturers and warranty periods of the devices and equipment corresponding to the technical specifications defined by the design documents attached to the invitation are submitted .

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

K.​ T.​

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

*\*\*- When completing the application statement, the participant who is a resident of the Republic of Armenia indicates "State registration of legal entities, divisions of legal entities, institutions and state registration of individual entrepreneurs" about" of the law according to legal persons State of the registry in the agency registered, a link to a website containing information about its beneficial owners,*

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

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

*\*\*\* paragraph and: app 1.1 is removed are if​ of purchase the subject no is construction works.*

### **Appendix 1.1**

" **LM-TH-GHASHZB-24/20** " **\*with code**

**request for quotation**

### **CERTIFICATION**

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

 - certifies that " LM **-TH-GHASHZB-24/20** " **\***

the name of the partner

In the case of being recognized as a selected participant in the framework of the tender with the same code, it is obliged to install ( use ) materials and ( or ) devices and equipment that meet the technical specifications and warranty service conditions specified in the project documents attached to the contract during the execution of the works provided for in the contract signed in the framework of the tender with the same code, before the installation ( use ). their technical characteristics , trademarks , brand names , brands and warranty periods in advance in agreement with the client .

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

K.​ T.​

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

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

**With code** " **LM-TH-GHASHZB-24/20** "\*

**request for quotation**

FORM

FORM

STATEMENT OF ACTUAL BENEFICIARIES

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

|  |  |
| --- | --- |
| * + 1. 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 declaration
 |  |
| * + 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 stock exchange
 |  |

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

|  |  |
| --- | --- |
| * + 1. 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 legal entity's authorized capital |
| * + 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 natural person meeting the requirements of clauses "a" and "b". |

* 1. *The grounds for being a beneficial owner (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 10% or more of the legal entity's authorized 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 physical 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
 | ☐ Individual☐ 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 details*

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

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

|  |  |
| --- | --- |
| * + 1. 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 intermediate legal entity
 |  |
|  |
|  |
|  |
|  |

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

|  |  |
| --- | --- |
| * + 1. Name of the stock exchange
 |  |
| * + 1. Reference to documents available on the stock 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 referred to as the Organization) is filled. In this section, subsections are supplemented by the following rules :
	1. In the "Organization data" sub-section, fill in the name of the organization (including Latin letters) and state registration data, including a note on the legal form of organization;
	2. In the sub-section "Person presenting the declaration" fill in the data of the natural person who signs the documents included in the application for this procedure .
	3. In the sub-section "Declaration submission", the date, month, year of signing the declaration, the number of pages of the declaration, as well as the signature of the person submitting the declaration are entered.
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 an indirect participation in the authorized capital of the Organization. In this section, subsections are supplemented by the following rules :
	1. In the "Stock listing data" sub-section, fill in the name of the stock exchange, indicating in brackets 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 reference is made to the documents available in the stock exchange, if available, to those documents, which contain information about the owners of the given legal entity;
	2. The subsection "Data of the legal entity controlling the organization" is filled in 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 controls the Organization as a whole. In this subsection, the name of the legal entity controlling the Organization is filled in (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;
	3. The subsection "Level of control" is filled in 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 defined 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. The subsection "Participation of the state or community" is filled in if there is a direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration. In this subsection, the amount of participation of the state or community in the statutory capital of the legal entity is also 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. The subsection "Participation of an international organization" is filled in 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 the participation of the international organization in the statutory capital of the legal entity, expressed as a percentage, is filled in. , 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 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 "Personal identity data". 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. In the "Identity document" sub-section, information is filled in regarding the identity document of the real beneficiary.
	3. In the subsection "Registration address of the person" the address of the place of registration of the real beneficiary is filled in.
	4. The sub-section "Residential address of the person" is filled in if the registered address of the real beneficiary differs from the latter's residential address. In this subsection, the address of the real beneficiary's place of residence is filled.
	5. "Grounds for being a beneficial owner (except for subsoil reporting organizations )" is completed if the legal entity submitting the declaration is not a subsoil reporting organization. g) Who is the beneficial owner of the Organization, and the information required in relation to those grounds is included. 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 sub-section , a note is made if the natural person directly or indirectly owns 20 or more percent of the voting shares (shares, stakes) of the Organization or has a direct or indirect participation of 20 or more percent in the authorized capital of the Organization. Participation can be 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 (share, share) of the Organization. In the "Participation amount" field, the amount of participation in the authorized capital of the Organization is indicated, expressed as a percentage. The amount of participation is calculated 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 the 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 legal entity participating in the Organization, expressed as a percentage, by the amount of participation of the relevant participant in the authorized capital of the legal entity participating in the Organization, expressed as a percentage, and so on until reaching the real beneficiary. In the "Participation type" 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 sub-section , 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 subsection , a note is made if the person is an official person 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 subsection;

* 1. "Grounds for being a real beneficiary (for reporting organizations in the field of subsoil use )" is completed if the legal entity presenting the declaration is a reporting organization in the field of subsoil use. Identification of real beneficiaries is carried out according to the criteria defined by the Land Code. 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 sub-section , a note is made if the natural person 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 charter. in the capital. This sub-section is completed by taking into account the rules defined by clause "a" of sub-clause 5 of clause 4 of this order.

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

c . In point " **c "** of this subsection , it is noted if the person received a benefit from the Organization for free 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 . ( **d** ) of this subsectionpoint, if a person is not a real beneficiary of the Organization within the meaning of points "a"-"c", but controls the organization by virtue of legal instruments (including concluded transactions), 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. In the subsection "Information on the status of the beneficial owner" the date, month, and year of the person becoming the beneficial owner of the Organization are filled. 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. The e-mail address and telephone number of the beneficial owner are filled in the sub-section "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. In the "Organization data" sub-section, fill in the name of the intermediate legal entity (including Latin letters) and registration data, including a note on the legal form of organization;
	2. beneficial owner( s) for whom the organization filled in in this subsection is an intermediate legal entity is filled in the sub-section "Beneficial beneficiary data" . .
	3. The sub-section "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, with the market identifier code (Market Identifier Code) in parentheses, 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.*

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

**Appendix 2**

" **LM-TH-GHASHZB-24/20** " **\*with code**

**request for quotation**

**G N A Y I N A R A J A R K**

Studying the invitation to request a quotation with the code "LM-TH-GHASHZB-24/20"\*, including the draft of the contract to be signed , offers Participant name

the contract at the general prices mentioned below.

AMD: AMD

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

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

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

K. T.

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

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

**Appendix 3**

**LM-TH-GHASHZB-24/20** **with code**

**request for quotation 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 by 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 receipt of the claim.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 warranty is valid from the moment of issue and is enforced by the beneficiary in code

procedure code

ninety working days from the deadline for submission of applications 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 specified in point 1 of this guarantee, without indicating the amount of the guarantee. On the day of providing the guarantee, the person sends the appraiser mentioned in the invitation to the purchase procedure mentioned in this point from his official email address. commission secretary

secretary's e-mail mailing address

to the e-mail address.

6. The beneficiary submits the request to the guarantor in writing. The request is accompanied by a copy of the minutes of the evaluation committee session on rejecting the application and the guarantee.

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

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

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

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

9. In the event of a decision to reject the 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 planned (anticipated) purchase price of the works to be purchased within the scope of the given procedure exceeds 25 mln. AMD, then the words "ninety working days" are replaced by the words "one hundred and twenty working days".*

**Appendix 4.2**

" **LM-TH-GHASHZB-24/20** " **\* code**

**request for quotation**

**TORT AGREEMENT**

**(provision of qualification)**

c. --------- "" 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 by \* (hereinafter referred to as the Client).

 name of the customer

organized by: \* to the purchase procedure with the code.

 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 claim, the Company gives its certification for the "accepted payment" filled in the "Terms of Payment" field of the Claim, in which case the /paying/ bank serving the Company in connection with the collection of the specified amount - /hereinafter: the Paying Bank/ - does not present the received Claim to the Company for additional consent for, as the Company has already signed the Demand Letter for the purpose of acceptance.

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

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

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

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

1.4 In case of non-performance or improper performance of the contract concluded by the Company as a result of the purchase procedure, if it leads to the unilateral termination of the contract by the Customer, the Customer shall submit the originals of this indemnity agreement and the attached Claim to the Paying Bank , notifying the Company of this in writing 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 suffered by the Company) and negative consequences arising 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 commission's secretary before publishing the invitation in the bulletin.*

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

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

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

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

**Appendix 5.1**

**With code "LM-TH-GHASHZB-24/20"\***

**of an invitation to request a quote**

**TORT AGREEMENT**

**(contract security)**

c. "" 20 years

 , represented by the Director of the Company

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

**1. Object of consent**

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

name of the customer

organized by code \* to the purchase procedure.

procedure code

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

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

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

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

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

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

e) The Company hereby agrees that the Paying Bank does not bear any responsibility for the payment request submitted by the Customer and the legality, validity, terms of submission of the Claim and actions taken by the Paying Bank to ensure the execution of the Claim in case of proper execution, the Customer submits this indemnity agreement and the attached Claim in original form to the Paying Bank , notifying the Company thereof in writing. In the event that this damages agreement and the attached Demand Letter are confirmed with an electronic digital signature, they are submitted to the Paying Bank in electronic media , as well as in printed paper versions.

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

* 1. any responsibility for the Company's risks (damages suffered by the Company) and negative consequences as a result of the payment of the amount specified in the P order by the Paying Bank . The Bank is not obliged to verify the facts of the Company's violation of the contract terms.
	2. In the event that the funds in the Company's account are not sufficient , the Paying Bank shall notify the Customer in writing within 2 ( two ) business days after receiving the payment request .
	3. this agreement and the attached statement to the Bank, if the amount is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau).

**2. Other conditions**

2.1 This agreement and the Letter of Demand are irrevocable, enter into force upon ratification by the Company and remain in effect until the twentieth business day following the last day of full performance of the obligations under the contract to be concluded by the Company 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 commission's secretary before publishing the invitation in the bulletin.*

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

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

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

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

**Appendix 6**

**With code "LM-TH-GHASHZB-24/20"\***

**of an invitation to request a quote**

**STATE NEEDS FOR: OF WORKS PERFORMANCE**

**PURCHASE: CONTRACT:**

" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " , i person ------------------------- - of , which in action of ------------- statute based on on ( hereafter Customer ), a by , and ------------------ n , in: face director ------------------------- of which: in action of the -------------------- Charter based on on ( hereafter Executor ), the other by , sealed hereby the contract of the following: about .

**1. Subject of the contract**

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

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

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

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

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

2.1.2 If specified in Annex No. 1 of the contract Technical specification - purchase schedule n non-compliant work.

a ) Not to accept the job , his at discretion defining inappropriate quality work to the contract free with matching work replacement reasonable term and require the Executor to pay according to clause 5.2 of the contract planned the fine, as well as the penalty provided for in clause 5.3 .

b ) Opt out the contract from performing and: demand for return work paid the amount and require the Executor to pay according to clause 5.2 of the contract planned the fine

2.1.3 Unilateral solve the contract , if the Executor significantly violate is the contract . Contract by executor to violate essential is considered if :

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

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

**2.2 The client is obliged to:**

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

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

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

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

**2.4 The performer is obliged to:**

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

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

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

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

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

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

3.2 If the performed work complies with the terms of the contract, the Customer shall, starting from the working day following the date of receipt of the documents specified in clause 3.1 of the contract signing during the working day and through the electronic procurement armeps system provides the Contractor with the handover-acceptance protocol signed by him and the positive conclusion that is the basis for its signing.

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

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

**4. CONTRACT PRICE**

4.1. The price of the work to be performed by the Contractor under the contract is \_\_\_\_\_\_ (\_\_\_\_ in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) AMD, including VAT.[[11]](#footnote-11)

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

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

4.1.1 From the date of writing of the Agreement to ----------- (-------------------------) RA dram , Customer's office transfer is Performer: banking 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 . At the same time, no payments are made to the Executor until the full payment of the advance payment .[[12]](#footnote-12)

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

Moreover, in order to make a payment, within 3 working days after the date of signing the handover-acceptance protocol, the customer enters the payment instruction and a copy of the handover-acceptance protocol into the treasury system of the authorized body, and based on the documents submitted according to the established procedure, the authorized body makes the given payment according to the handover-acceptance protocol. if entered into the treasury system, within five working days within the terms specified by the payment schedule of this contract.[[13]](#footnote-13)

**5. LIABILITY OF THE PARTIES**

5 .1 The Performer responsibility is wearing Work: quality and: hereby with clause 1.3 of the contract ( including calendar schedule ) provided period maintenance for​

5.2 Herein​ by contract planned Work: performance period to violate case From the performer each late business day for charged is penalty : execution subject to , however unfulfilled Work: price 0.1: ( zero: whole one decimal ) percent in size .

5.3 P with clause 3.1.3 of the contract planned on grounds To the client the work is done by not to be accepted , how? also in clause 3.1.4 planned in order the contract to solve case From the performer charged is fine - in clause 5.1 of the contract planned of money 1 ( one ) percent 31 Moreover , [[14]](#footnote-14)the fine is also calculated in case the result of the work is performed within the period specified by this contract, but is not accepted by the client.

5.4 P with clauses 6.2 , 6.3 and 6.5.1 of the contract planned the penalty and: the fine is calculated and: offset are To the executor payable of money with​

5.5 of the Client by according to clause 5.3 of the contract planned dates violation for To the client towards each late business day for is calculated is penalty : payment subject to , however unpaid 0.05 of the amount ( zero : whole five hundredths ) of a percent in size .

 5.5.1 Throughout the execution of the works provided for in this contract, for each recorded case of non-compliance with the requirements set by urban development normative and technical and approved design and budget documents, including the proper organization of the construction site, furnishing, technical safety, sanitary, hygienic and environmental (including climate change adaptation measures) norms. the following measures of responsibility are applied to 31.1 .

|  |  |  |
| --- | --- | --- |
| ***N:*** | ***The violation*** | ***Responsibility*** |
| **1:** | Failure to properly organize and furnish the construction site | Penalty – 0.5 % of the contract price |
| **2:** | Non-observance of technical safety norms | Penalty – 0.5 % of the contract price |
| **3:** | Non-observance of sanitary and environmental norms | Penalty – 0.5 % of the contract price |

6.6 P in the dictionary unplanned cases sides their obligations to fail or no proper to perform for responsibility are wearing RA: by legislation defined in order .

6.7 Penalties and ( or ) of fines payment to the parties no release their contractual obligations from performing .

**6. IMPACT OF INVINCIBLE FORCE** **( FORCE MAJEURE )​**

Present by contract and: hereby of the contract based on on sealed With agreements obligations completely or partially to fail for sides getting rid of are from responsibility if that was is insurmountable strength impact as a result of which arise is hereby the contract from sealing then , and which sides were not can predict or to prevent Such situations are earthquake , flood , fire , war , military and: emergency situation announcing , political agitations , strikes , communication funds of work termination , state bodies the acts and: etc. which​ impossible are makes hereby by contract obligations performance. If: emergency strength effect continues in 3 ( three ) months more then​ from the sides each one right has solve the contract that about in advance aware keeping the other side .

**7. OTHER TERMS**

7.1 Herein the contract strength in is enter parties signing from and valid until by this 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.[[15]](#footnote-15)

7.2 P from the dictionary originated from: side paid obligation no can to stop other from the contract originated from against obligation with account , without parties in writing and: with a seal approved of agreement . From the P contract originated demand the right no can be transferred other person without​ debtor side in writing of agreement .

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

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

7.5 P dictionary changes and: additions can are performed only Parties mutual by agreement agreement to seal through which​ will be of the contract inseparable part .

 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 of the years following the contract, which lead to the volume of purchased work or the unit price of purchased work. or artificially changing the price of the contract.

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

7.6 If the contract was implemented by signing a subcontract.

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

2) in the event of a change in the subcontractor during the performance of the contract, the Executor notifies the Client in writing , providing a copy of the subcontractor contract and the data of the person who is a party to it, within five working days from the date of the change.[[16]](#footnote-16)

7.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of this contract bear joint and several liability. Moreover, in case of the 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.[[17]](#footnote-17)

7.8 Performance of work period can is be extended until the contract period Expiration : Executor of: of recommendation availability provided that the Client​​ approx no gone work in of use the requirement , and Performer: the suggestion presented is no later than​ by contract in: initially of works performance for defined period upon expiry at least 7 calendar days day before : Moreover, in the case of performance of the work specified in this clause period can is be extended one times for up to 30 calendar days, but not more than the period specified by the contract.

7. 9: In the conditions of the proper performance of the contract , the benefits (savings) or losses suffered by the parties (Performer or Client) are the benefits or losses suffered by the given party.

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

7.10 The contract cannot be modified ­due to partial non-fulfillment of the obligations of the parties or be completely resolved by the mutual agreement of the parties, except for the cases of reduction of financial allocations necessary for the performance of the work in accordance with the legislation of the Republic of Armenia. Moreover, the mutual agreement of the parties to the partial non-fulfillment of the obligations or the complete resolution of the obligations must be obtained before the performance of the work in accordance with the legislation of the Republic of Armenia. reduction of financial allocations necessary for

7.11 The Employer shall publish the notice of full or partial unilateral termination of the contract based on non-fulfillment or improper fulfillment of the obligations assumed by the contractor ­in the "Notices of Unilateral Termination of Contracts" section of the website operating at www.procurement.am, indicating the date of publication. The executor, regarding the unilateral termination of the contract, is considered to have been properly notified on the day following the publication of the notice specified in this clause. On the day of publication of the notice of full or partial unilateral termination of the contract in the newsletter, it is also sent to the e-mail address of the Contractor. 7.12 P of the Agreement regarding originated disputes being resolved are of negotiations through Agreement hand not to bring case disputes being resolved are in RA courts .

7.13 P Agreement made up is From **\_\_\_\_** page , sealed is two from example , which have equal legal strength . Present annexes N 1, N 2, N 3 and N 3.1 of the contract is are of the contract inseparable part , each to the side given of the contract one for example .

7.14 Herein of the contract towards applies is of the Republic of Armenia the right .

7.15 The performance of the contract is carried out through the availability of funds for this purpose and the conclusion of an appropriate agreement between the parties The calculation of the six-month period given by this clause for the provision of financial means for signing begins from the date of acceptance by the client of the work performance specified in the previous agreement the amount of funds exceeds twenty-five times the base unit of purchases, then an agreement will be signed by the Client, if the qualification and contract guarantees presented by the Executor in the form of damages are replaced by a guarantee or cash, taking into account Resolution No. 526-Н of May 4, 2017 of the Government of the Republic of Armenia No. 1 The requirements of clause 32, clause 1, and clause 17, clause b in which the Executor concludes the agreement, and in case of replacement of the qualifications and provisions of the contract presented in the form of damages, also submits the new provisions to the Client within fifteen working days from the date of receiving the notice of conclusion of the agreement. Otherwise, the contract is unilaterally terminated by the Client.[[18]](#footnote-18)

**8.** **OF THE PARTIES ADDRESSES , BANK TERMS AND CONDITIONS AND: SIGNATURES**

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

*Of necessity case contract drafting can are be included RA: to legislation non-contradictory provisions .*

*Appendix: number 1*

"20 *years​​ sealed*

*contract code*

**TECHNICAL SPECIFICATION - PURCHASE SCHEDULE**

AMD: AMD

|  |  |
| --- | --- |
|  | ***Work:*** |
| ***N/A*** | ***NAME OF THE ITEM OF PURCHASE*** | ***the transit code provided by the procurement plan according to the CMA classification (CPV)*** | ***technical specification*** | ***C/M*** | ***total price*** | ***performance*** |
| ***the address*** | ***The term:*** |
| 1: | Repair works of porches | 45211113/ 1 | ***works of the porches of apartment buildings in Tumanyan city " of Tumanyan community*** | AMD | 55 034 840 | K. Tumanyan | From the date of ratification of this works contract and technical control purchase contract until 15.12.2024 inclusive |

**VOLUME SHEET - INVOICE\***

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

**Attached...**

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

*Appendix: number 2*

*" 20 years​​ sealed*

*contract code*

**CALENDAR CHART:**

Tumanyan community " Tumanyan of the city apartment building of buildings porches repair works in: **PERFORMANCE**

|  |  |  |
| --- | --- | --- |
| N is / k | Performer: by to be done of works separately typesnames | Works performance deadline\*\* |
| The beginning | The end |
| 1: | Tumanyan community " Tumanyan of the city apartment building of buildings porches repair works "- | Contract construction​ works begin technical contract for the provision of surveillance services from the effective date  | 15 . 12 . 2024 |

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

*Appendix N 2*

*" " 20 years sealed*

*contract code*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE\*

AMD

|  |
| --- |
| Work: |
| the batch number provided in the invitation | code provided by the procurement plan according to CMA classification (CPV) | name: | prepayments are planned to be made in 2020 according to months, including\*\* |
|  |  |  | january | February | march | april | may | june | July | august | September | October | November: | december | That's all |
|  | Community 5 5% |  | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | ... % | 5 5 % | 55 % |
|  | State 4 5% |  |  |  |  |  |  |  |  |  |  |  |  |  | 45 % |

*\* The payment sub-amounts are presented in ascending order. If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Procurement", this schedule is completed and concluded simultaneously with the agreement concluded between the parties as an integral part of it.*

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

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

*Appendix 3*

*" " 20 years sealed*

*contract code*

|  |  |
| --- | --- |
| By contract\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_location \_\_\_\_\_\_\_\_\_\_\_\_\_\_hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N:**

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

**RECEPTION - ACCEPTANCE**

"" " " 20

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

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

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

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

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

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

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

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

*Appendix 3.1*

*" " 20 years sealed*

*contract code*

ACT N:

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

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

Ordering name Performer name

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

date of conclusion of the contract, contract number

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

|  |
| --- |
| Work: |
| name: | the 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 of the applicant :

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_last name, first name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signature |

1. *5:00 If: the purchase is being implemented is of urgency based on conditioned one from the person of purchase form , then*

*- 2nd of clause 3.1 the paragraph being composed is as follows: edited by " Participant right has applications presentation deadline upon expiry at least one calendar day ahead from the committee to demand of invitation clarification. And in which clarification can is be required until hereby at the point specified of the day at 17:00 ( Yerevan : in time ): the Commission the request done to the participant clarification providing is the request to receive on the day next calendar of the day during , but no later than​ of the procedure applications presentation deadline upon expiry at least 3 hours before : Present at the point specified the request the participant present is of the commission of the secretary electronic to the post office to send via : Survey about clarification being sent is of the commission of the secretary herewith by invitation planned electronic from the post office participant 's request received electronic to the post office to send through : ".*

*- Clause 3.4 is written as follows: "3.4 Applications presentation deadline upon expiry at least one calendar day ahead in the invitation can are performed changes. Change to perform the day change to perform about statement is published in the newsletter .*

*- Clause 3.6 being composed is as follows: edited by: "3.6 Invitation changes to be done case applications to present deadline counted is that of changes about in the newsletter statement publication from the day »*

6:00 *In case of procurement by tender or request for quotation, this sentence shall be omitted from the invitation if:*

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

*- the price of the work to be purchased within the framework of the given procedure with the purchase request ( the total price of the planned (anticipated) purchase ) does not exceed 25 mln. Armenian dram* [↑](#footnote-ref-1)
2. In the case of participants who are residents of the Republic of Armenia *, the declaration published with a link to the website containing information on the real beneficiaries mentioned in the application statement is published .* [↑](#footnote-ref-2)
3. *The penultimate paragraph of Clause 7.1 is omitted if the procurement procedure is not organized on the basis of Clause 2 of Part 6 of Article 15 of the Law.* [↑](#footnote-ref-3)
4. *This clause shall be omitted from the invitation if the procurement procedure is not organized in installments.* [↑](#footnote-ref-4)
5. *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law "On Procurement" and the total price of the planned (anticipated) purchase of the works to be purchased within the scope of the given procedure exceeds 25 mln. AMD, then in clause 7.4 the words "90 (ninety) working days" are replaced by the words "one hundred and twenty working days".* [↑](#footnote-ref-5)
6. *If the purchase price of the given portion with the purchase request:*

*- does not exceed twenty-five times the purchase base unit, then the words "or guarantees provided by banks" are removed from this paragraph.*

*-- does not exceed eighty times the purchase base unit, but is more than twenty-five times, then the words <<damage (appendix 4.2) or >> are removed from this paragraph, and the number <<20>> is replaced by the number <<90>>,*

*- exceeds eighty times the base unit of purchases, then the words "damage (Appendix 4.2)" or ">" are removed from this paragraph, the number "15" is replaced by the number "30" and the number "20" is: With the number <<90>>,* [↑](#footnote-ref-6)
7. *13 If:*

*- in the framework of the given procedure, the regulation defined by paragraph 4 of clause 10.2 is not applied, then the given paragraph is removed from the invitation, and the words "or appendix 4.1" are removed from paragraph 5;*

*- within the framework of the given procedure, the regulation defined by paragraph 4 of clause 10.2 is applied, then instead of paragraphs 4 and 5, the following condition is defined: "After accepting the result of each stage of the execution of the contract, the amount of qualification assurance is reduced in proportion to the amount of that stage : Ensuring qualification in the form of a guarantee the selected participant submits according to Appendix 4.1, and Appendix 4 is removed from the invitation.*

*14 If the price of the work to be purchased does not exceed 25 mln. AMD, then* *The words "in the form of a bank guarantee or cash" are replaced by the words "in the form of a unilaterally approved declaration of damages (appendix 5.1) or cash" and the number "90" mentioned in paragraph 3 is replaced by the number "20".* [↑](#footnote-ref-7)
8. *15 This clause is edited according to the relevant client.* [↑](#footnote-ref-8)
9. *Joint activity order ( consortium ) to participate case application included - participant by confirmable documents need is approved be of the consortium all members by :* [↑](#footnote-ref-9)
10. *If: by invitation of the application provision presentation requirement defined no , then hereby the point from the invitation removed is​*

*22 Clause is omitted if the subject of the purchase is not construction work.* [↑](#footnote-ref-10)
11. *If the price offer was submitted by the Contractor without VAT, the words "including VAT" shall be removed when concluding the contract.* [↑](#footnote-ref-11)
12. *The Contractor may refuse the proposed advance payment or a part of it. Moreover, the advance payment is set in the amount agreed between the Client and the Contractor. If the contract does not provide for the advance payment, then this clause is removed from the project.* [↑](#footnote-ref-12)
13. *In the case of customers who do not have accounts in the Treasury, the last paragraph of this clause 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-13)
14. 30.1 *In the case of customers who do not have accounts in the Treasury, the last paragraph of this clause 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."*

31 *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.*

*31.1 if the subject of purchase is not a construction project, clause 6.5.1 shall be removed from the draft contract, and the words "and approved design estimate" shall be removed from clause 1.2, and the reference to clause 6.5.1 shall be removed from clause 6.4.* [↑](#footnote-ref-14)
15. *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-15)
16. *This clause is removed from the contract if the contract is not performed by signing a subcontract.* [↑](#footnote-ref-16)
17. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-17)
18. *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 the new provisions" with the word "and".* *This point is removed from the contract, if the contract is not concluded on the basis of part 6 of Article 15 of the RA Law "On Procurement".* [↑](#footnote-ref-18)