*Appendix N1*

*Armenia finance Minister's March 1 , 2023*

*N 87 - A command*

*Exemplary form*

ANNOUNCEMENT

EVALUATION SURVEY ABOUT[[1]](#footnote-1)

The procurement procedure is organized on the basis of Part 6 of Article 15 of the RA Law "On Procurement", payment will be made after the agreement signed between the parties, if financial resources are provided.

Announcement this text approved is evaluator commission

2025 year February 18th​​ by decision No. 01

Procedure code : LM - TH - GHAPZDB -24/08

Client : **Tumanyan the municipality** , which located is Tumanyan city , Central​ street , 1 administrative building at the address , declare is quotation question , which implemented is one in stages : electronic Armeps ( [www.armeps.am](http://www.armeps.am) ) procurement system through .

This procedure as a result chosen participant defined in order will be offered to seal **gifts and rewards** supply contract ( hereinafter referred to as the contract ) .

« Shopping about » RA 7th of the law article according to any person , independent his/her foreign physical person , organization or citizenship having none person to be from the circumstance , has this to the procedure to participate equal right​

This to the procedure to participate right having none persons , such as also to the participants presented conditions defined are this procedure by invitation .

Selected participant decided is no price under conditions sufficient evaluated applications presented participants from number : minimum price proposal presented participant preference to give on principle.

This procedure towards applied are Trade global organization state shopping agreement the provisions , or purchase price excellent​ Trade global organization state shopping by agreement defined the thresholds .

Electronic in the form of invitation to provide demand in case client free of charge provision is invitation : electronic in the form of provision the application to receive on the day subsequent working day during.

This to the procedure participation applications necessary is to present electronic in electronic form Armeps ( [www.armeps.am](http://www.armeps.am) ) procurement system through until this announcement publication from the day calculated **25.02.2025 ,​​ 2:00 p.m.** Applications , in Armenian**​​​** except , can are presented also English or Russian :

Applications the opening place will have electronic in the form of : electronic Armeps procurement system through this​ announcement publication from the day calculated **25.02 . 2025 , at 1:00 PM** .

This procedure regarding filing a complaint implemented is « Shopping about » Armenia by law and Armenia civil trial by code defined in order.

For additional information regarding this announcement, please contact Margarit Chatinyan, Secretary of the Evaluation Committee.

Phone **093628881**

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

Client: **RA Lori province Tumanyan municipality**

*Approved is*

*LM - TH - GHAPSDB -24/08 with code*

*Quote request evaluator commission*

*By decision No. 01 of February 18 , 2025*

***Tumanyan municipality***

INVITATION

**ANNOUNCED EVALUATION QUESTIONNAIRE FOR THE PURPOSE OF PROCUREMENT OF GIFTS AND GIFT ASSISTANCE FOR THE NEEDS OF TUMANYAN MUNICIPALITY**

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

*If you are not registered in the electronic procurement system , but wish to participate in this procedure , then in order to submit an application, you must register* [*yourself in the*](http://www.procurement.am) *Armeps system (* [*www.armeps.am*](http://www.armeps.am) *). The conditions for registering in the system are set out in the* [*" Economic Operator " guide for the user of the Armeps electronic procurement system , which is posted in the*](http://gnumner.am/website/images/original/e97e36cf.docx) *" Legislation " section of the official procurement bulletin available at www.procurement.am, in the " Guidelines , Manuals " subsection .*

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

*At the same time:*

*- the application electronic When entering the Armeps (www.armeps.am) procurement system ( hereinafter referred to as the system ) necessary is to be guided* [*www.procurement.am*](http://www.procurement.am) *at the address current shopping official newsletter " Legislation "" department " Guides , manuals " subsection installed* [*Electronic shopping execution 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) *who ?*

*The guide available is following with reference to:* [*http://gnumner.am/hy/page/ughecuycner\_dzernarkner/*](http://gnumner.am/hy/page/ughecuycner_dzernarkner/) *.*

*- system back related questions and problems when emerging can you apply to the customer , as also Armenia finance Ministry ( hereinafter referred to as also : authorized body ) : Yerevan , Melik - Adamyan​ str . 1 ( phone : (+37411) 28-93-20).*

*for registering in the system , as well as submitting an application .*

**CONTENT**

**INVITATION FOR AN EVALUATION QUESTIONNAIRE ANNOUNCED FOR THE PROCUREMENT OF GIFTS AND ASSETS FOR THE NEEDS OF TUMANYAN MUNICIPALITY**

**PART I.​**

1. Description of the procurement subject

2. The requirements for the right to participate and their evaluation procedure , selected participant to be recognized in case qualification assurance to present conditions

3. Invitation clarification and invitation change to perform order

4. The application to present order

5. Application price the offer

6. Application action deadline , in applications change to perform and them back to take order

7.

8. The Jews opening , evaluation and results summary

9. Contract sealing

10. Qualification and contract provisions

11. Procedure failed announcement

12. Purchase process back related actions and ( or ) accepted decisions to appeal participant the right and order

**PART II . EVALUATION QUESTIONNAIRE THE APPLICATION TO PREPARE INSTRUCTION**

1. General provisions

2. Procedure the application

3. Appendices 1-6

This invitation is provided to *LM - TH - GHAPSDB -24/ 08* Announcement of the encrypted request for quotation ( hereinafter referred to as the procedure ) .

This invitation was drawn up in accordance with the RA legislation on procurement , including the RA Law “ On Procurement ” ( hereinafter referred to as the Law ) , the RA Government Resolution No. 526-2017 dated May 4 , 2017 , the RA Government Resolution No. 386-2017 dated April 6 in the form of shopping performance » In accordance with the requirements of the procedure and other legal acts, the purpose of which is to inform the persons ( hereinafter referred to as participants ) intending to participate in the procedure announced by the " Customer Name " ( hereinafter referred to as the Customer ) of the conditions of the procedure : the subject of the procurement , the conduct of the procedure , the selected determining the participant and signing a contract with him , as well as assisting in preparing the application for the procedure.

Applications can be submitted in the system. All registered persons , regardless of whether they are foreign individuals , organizations , or stateless persons .

as a participant in the system, a person enters the website at www.armeps.am and fills in the required information , after which he enters the combination of numbers and ( or ) letters received by e-mail to confirm the registration . After correctly entering the ­specified information ­, ­the person is considered a registered participant in the system , about which the website receives a notification . The registration of a participant with the website is considered canceled if 30 calendar days have passed since the date of registration in the system . day during The latter does not log in to the system or logs in , but the computer does not enter the information . In this case, a new registration process is implemented .

to the relations related to this procedure . Disputes related to this procedure shall be subject to the jurisdiction of the courts of the Republic of Armenia .

Evaluator commission secretary electronic mail address is : **margarita.chatinyan@yandex.com .**

PART I

1. **PURCHASE SUBJECT THE CHARACTERISTICS**

1.1 Purchase subject is being TUMANYAN MUNICIPALITY needs for : Gifts and packages the acquisition ( hereinafter also product ) which​ grouped are below presented in doses :

|  |  |  |
| --- | --- | --- |
| ***Dimensions*** | | ***Size name*** |
| ***numbers*** | ***like c general price / RA dram /*** |
| 1 | 1035000 | *Gifts and packages 1* |
| 2 | 490000 | *Gifts and packages 2* |
| 3 | 440000 | *Gifts and packages 3* |

Product technical characteristics , such as also specification , technical data and other no price conditions complete and equivalent description to make are to be sealed contract inseparable the part of which the project presented is this in Annex N 6 of the invitation .

Technical in the specifications this in Annex N 6 of the invitation to the participants being presented are customer's need satisfaction from the point of view as equivalent considered of goods branded name , model and Manufacturer : Manufacturer​ by request need is present​ invitation technical in the specifications mentioned the products .

**2. PARTICIPANT PARTICIPATION RIGHT QUALIFICATION REQUIREMENTS​ CRITERIA AND THEM C. DEFINITION CAR C H**

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

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

3) which or whose executive body representative the application to present on the day preceding five years during condemned is been terrorism financing , child operation or human trafficking inclusive crime , criminal cooperation to create or to it to participate , bribe to receive , bribe to give or bribe mediation and by law intended economic activity against directed crimes for , except it cases when​ conviction by law defined in order extinguished or abolished is .

4) whose regarding shopping in the field anti-competitive consent , dominant position abuse or dishonest competition number responsibility defining administrative the act the application to be presented on the day preceding three of the year during became is irrefutable , and appealed to be in case to be abandoned is unchanged .

5) which the application to present 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 having none participants on the list .

6) which the application to present day as of included are shopping to the process to participate right having none participants on the list .

Total in which , if participant this point 5​ and 6th​ with sub-points intended in lists to be included is the application to present from the day then , then his/her data the application subject not rejection .

A participant is included in the list of participants not entitled to participate in the procurement process (hereinafter also the list) if:

* has violated the obligation stipulated by the contract or undertaken within the framework of the procurement process, which led to the unilateral termination of the contract by the customer or the termination of the further participation of the given participant in the procurement process, and the participant has not paid the amount of the application, contract and/or qualification security within the period specified in the invitation and/or contract;
* has refused or been deprived of the right to conclude a contract as a selected participant.

2.2 Participation right evaluation number participant by request need is to present his/her by approved - written statement provided for in point 2.1 of part 2 of this invitation : In addition this with a dot intended from the announcement participation right evaluation number from the participant , that among chosen from the participant other documents or justifications are not can required . Participant announcement authenticity evaluator The committee ( hereinafter referred to as the committee ) evaluates is this by invitation defined under the conditions .

2.3 Participant: Article 6 of the Law Article 1​ Part 6​ with a dot intended on the list being included in it location during the period , automatically leads to is the latter back interconnected persons shopping to the process participation right restriction .

Prohibited is this with a dot defined interconnected persons and ( or ) the same by person ( s ) founded or more than fifty percent the same belonging to a person ( persons ) shareholder​​​​ organizations simultaneous participation this to the procedure ( the same dose ), except state or communities by founded organizations and ( or ) jointly activity in order ( consortium ) procurement to the process participation of cases .

119th in the order point in the sense of :

1 ) physical persons considered are interconnected if​ they the same family member are , or driving are general economy , or jointly entrepreneurial activity , or to act are agreed based on general economic in the interests of

2) physical and legal persons considered are interconnected if​ they to act are agreed upon: based on general economic interests , or if data physical person or his/her family member being is

a . data legal person shares ten percent more manager participant​

b . Armenia Republic by law uninhibited other in the form of legal person decisions to predetermine opportunity having person​

c . data legal person council chairman , council president Deputy , Council member , executive director , his deputy , executive body functions implementing collegial body President , member .

d . legal person such employee who​ working is executive director's immediate leadership under or legal person management bodies by decisions establishment survey any essential influence has .

3) physical person status having none participants considered are interconnected if :​

a . data person to vote by right possession is the other 's voice right giving shares ( shares , units , hereinafter referred to as shares ) and more percent , or his/her participation by force or data persons between sealed to the contract appropriate opportunity has to predetermine the other's decisions .

b . from them one's voice right giving shares ten percent more possessive or by law uninhibited other in the form of his/her decisions to predetermine opportunity having the participant ( shareholder ) and ( or ) the participants ( shareholders ) or them family members ( if participant physical person g ) right have direct or indirect in a way to master ( that) including : sales , trust management , joint activity contracts , instructions or other transactions basis on the other 's voice right giving shares ten percent more or have Armenia Republic by law uninhibited other in the form of the latter decisions to predetermine opportunity​

c . from them one's any management body or similar responsibilities performer other persons , such as also them family from members any one simultaneously being is the other person any management body member or similar responsibilities performer other person​

d . they to act or in action are agreed upon: based on general economic from the interests .

This point in the sense family member are considered father , mother , husband , husband's parents , grandmother , grandfather , sister , brother , children , grandchildren , niece or brother's husband and the children .

2.4 Participant chosen participant to be recognized in case present is qualification ensuring: this by invitation defined in order and in the amount of : Qualification provision no presented if​ chosen participant or data procedure in the frame the latter by : as official representative , supplied the goods manufacturer organization , applications to open day as of has international reputable organizations (Fitch, Moodys, [Standard & Poor's)](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) ) by granted creditworthiness rating at least Armenia To the Republic granted sovereign rating in the amount of .

2.5 This procedure in the frame to be sealed the contract can is implemented agency contract to seal through. Agency contract side no can to be this to the procedure ( the same to participate in the portion for the purpose application presented participant .

2.6 Participants​ can are this to the procedure participate jointly activity in order ( by consortium ) . Similar in case :

1 ) jointly activity contract from the sides any one no can the same to the procedure ( the same to present the dose separately Application : This paragraph demand non-compliance in case of applications opening in session rejected are how jointly activity in order , so email separately presented applications .

2 ) The partners carry are jointly and co-responsible responsibility . Total in which , consortium member from the consortium out to come in case consortium back to the client sealed the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility the means .

**3. INVITATION EXPLANATION AND INVITATION CHANGE TO PERFORM THE ORDER**

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

Participant right has applications presentation deadline upon expiration at least five calendar day forward system through from the committee to demand invitation clarification. The Commission the request done participant clarification provision is system via : request to receive on the day subsequent two calendar day during 5 .

3.2 Inquiry and clarifications content about the announcement clarification to provide the day being published is in the system and at www.procurement.am current Newsletter ( hereinafter referred to as the Newsletter ) " Purchases " announcements » department « Invitations clarifications regarding announcements » subdivision : without to celebrate the request done participant the data.

3.3 Clarification no provided if​ the request done is this Whose share ? defined deadline in violation , as also if​ the request out is this invitation content from the frame or if the request refers to is the latter by to be recommended of goods technical characteristics : this by invitation intended technical to the characteristics equivalence in accordance with ­the answer . Total in which the participant written notified is clarification not to provide foundations about the query to receive on the day subsequent two calendar day during .

3.4 Applications presentation deadline upon expiration at least five calendar day forward invitation can are done changes . Change​ to perform on the day subsequent three calendar day during change to perform and them to provide conditions about announcement is being published in the system and newsletter : 5

3.5 Each someone right has until invitation changes execution number defined deadline expiration , electronic post office​ through evaluator commission to the secretary to present justifications by invitation defined purchase subject characteristics: by law intended competition provision and discrimination exclusion requirements from the point of view of: without to celebrate name Last name : Submitted the justifications acceptable to be considered in case evaluator the committee defined within the deadline with them agreed changes is performance in the invitation .

3.6 Invitation changes to be done in case applications to present deadline counting is that changes about in the system and announcement in the newsletter publication since the day. That in case participants obliged are to extend their presented application provision validity deadline or to present application new provision [[2]](#footnote-2): 6

**4. APPLICATION PROCEDURE**

4.1 This​ to the procedure to participate number participant system through to the committee present is Application: Application this invitation basis on participant by presented the offer is .

Participant can is application to present how each portion , so email one how many or all portions for .

The application being presented is until its number this by invitation defined deadline the end.

Application preparation order described is this 2nd of the invitation in part : quotation questions to prepare in the instruction.

4.2 Procedure applications necessary is to present system through no later than​ this procedure the announcement and the invitation in the system to be published from the day considering: **25.02 ․ 2025 ․at 2:00 PM:** Applications to present deadline upon expiration after presented applications are not accepted system by.

4.3 Participant by request present is :

1) his by approved: this 2nd of the invitation by point 2.1 of part intended application - statement : noting electronic mail address , floor payer registration number , activity address and the phone number that inclusion is :

a ) confirmation this by invitation defined participle of ­the verb right to the requirements his/her and himself interconnected persons data compliance about .

b ) certifying: chosen participant to be recognized in this case , by invitation in order and within the deadline qualification provision to present obligation or this invitation defined as creditworthiness rating to have about .

c ) statement this procedure in the frame dishonest competition , dominant position abuse and anti-competitive agreement absence about .

d ) statement this procedure in the frame himself interconnected persons and ( or ) his by founded or more than fifty percent himself belonging shareholder​​​​ organizations simultaneous participation absence about .

e ) real beneficiaries regarding declaration: according to Annex 1 : Declaration​ no presented if​ participant individual entrepreneur or physical person is : In in which if participant announced is chosen participant , then this in a paragraph intended the declaration which applications from opening after automatic by the way being published is system , contract to seal decision about announcement back simultaneously being published is also in the newsletter .[[3]](#footnote-3)

2) his by proposed product technical characteristics , such as also proposed product commodity the mark , the brand name , model and manufacturer name ( hereinafter: product complete description ): In total in which participant can is to present from one more manufacturers by produced as​ also different commodity sign , trademark name and model having products , if no applied this point 1.1 of part last with a sentence defined the condition .[[4]](#footnote-4)

3) his by approved price proposal

4)

5) agency contract copy and its side being person data if​ to be sealed the contract to be carried out is agency through .

6) joint activity contract copy if​ participants this to the procedure participates are jointly activity in order ( by consortium ).

Total in which jointly activity in accordance with this ( consortium ) to the procedure to participate in case:

* jointly activity contract from the sides any one no can this procedure ( same to present the dose separately Application : This paragraph demand non-compliance in case applications opening in session rejected are how jointly activity in order , so email separately presented applications .
* if jointly activity by contract defined is that​ participants general the works driving is jointly activity contract separately participant , then the application is presented , and contract to be sealed in case payments happening are that to the participant : It in case when jointly activity by contract planned is that​ general the works while driving each participant right has to act all participants on behalf of , then contract to be sealed in case its basis on payments happening are the application presented to the participant .

**5. THE PUBLIC OFFER**

5.1 Recommended price product from the value except for transportation , insurance , duties , taxes , etc. payments on the line expenses and no can less be their own value . The proposed price calculation must be submitted with the application to the system. through .

5. 2 The M- shaped price the offer present is value ( cost price) and predicted profit the sum ) and added of value floor general from the ingredients consisting of calculation In the form of : Value components calculation : opening or other details are not required and is presented : If m the relative pronoun data transaction on the line Armenia Republic state budget need is pay added of value tax , then the price offer submitted separated line by line planned is that tax type on the line payable of money size :

My friends price suggestions evaluation​ comparison implemented are without this at the point mentioned floor of money calculation : Total in which , to participate the application subject not rejection if :​

a . price offer value and added of value floor the columns filled are only in numbers , and general price column : and in letters and in numbers or only in letters .

b . price offer value and added of value floor in columns in letters or in numbers mentioned of money between available is inconsistency , but in letters or in numbers mentioned from money any one's the total correspond is general price in the column in letters mentioned to the amount .

c . price offer portion number wrong is mentioned , but purchase subject name right is filled in .

d . price offer value added​ of value floor and general money in columns in letters or in numbers mentioned of money the coins rounded are until five decimal: to down whole the number , and five decimal and from it more: to up whole the number .

e . price offer value added of value floor in columns the money filled are how in numbers , so email in letters , and them correspond are each other , and general price in the column in letters mentioned of money in filled are unnecessary words , which as a result turns out is existence having none number : Total in which this paragraph in mentioned in case evaluator the committee the application when evaluating base is acceptance value and added of value floor in columns in letters filled of money the total .

f . price offer in columns in letters filled of money in the coins mentioned are in numbers .

5. 3 If to be sealed contract price stable is , then price the offer being presented is one in number: contract execution number proposed general at a price and in the system mandatory being filled is without Armenia Public administration­ state budget payable added of value floor of money calculation . Total in which from the participant no can required that​ he/she to present price offer justifications or any other type information or documents , such as also participant profit size no can by invitation to be limited .

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

**AND THEM BACK TO TAKE THE ORDER**

6.1 Law 31st​ article according to the application valid is until To the law appropriate contract sealing , m asnaksi by application back taking , application rejection or this the procedure failed being announced.

6.2 Section 31 of the Law article according to: m assanak , until this on the 1st of the invitation in paragraph 4.2 of the part mentioned in the applications doubling deadline , can is change or back to take his/her the application.

**8. APPLICATIONS OPENING , EVALUATION AND**

**RESULTS SUMMARY**

8.1 The opening of bids will be carried out through the system, **starting from the date** of publication of the announcement and invitation of this procedure in the system **on** 25.02.2025 **, at: 1 at 4:00 .**

Advertising and At the evaluation meeting, the chairman of the committee ( the person presiding over the meeting ) declares the meeting open and announces­ is purchase by request defined for the purchase of goods to be purchased within the framework of this procedure The price is expressed in a single number , as well as bids. presented participants price suggestions: one in number expressed , basis accepting in letters what is written .

Coordination commission opening members functions graded are : Grading decided is commission before the throne by : Commission first opening member his/her done with notes second opening member observation is present opening subject it applications the list of which the system view is as submitted ( eligible ) applications , of which after second opening member confirmation is himself presented applications list : Confirmation after loading is applications opening about the protocol ( in the system: report ), which applications opening the day commission the secretary system through sending is participants electronic to the posts .

8.2 Applications being evaluated are this by invitation defined in order .

Purchase procedure portions number seventy-five not to exceed in case applications assessment implemented is their presentation deadline to expire from the day calculated fifteen , and to surpass in case: twenty working day during .

Enough are being evaluated this by invitation intended to the conditions corresponding applications , contrary in case applications being evaluated are insufficient and rejected are : In in which applications opening and evaluation in session the committee rejection is it applications in which absent are price the suggestions and / or application provision or them presented are invitation to the requirements inconsistent , except this on the 1st of the invitation by point 8.9 of part defined case .

8.3 Selected and such unidentified participants decision for the purpose commission the president automatic by the way creation is applications evaluation about protocol , which in the system being confirmed is commission members by : in the system note to perform through .

8.4 Selected participant decided is sufficient​ evaluated applications presented participants from number : minimum price proposal presented participant preference to give on principle. Total in which the commission by chosen and such to the unidentified participants when deciding price suggestions assessment and comparison implemented is without this on the 1st of the invitation Part 5.2​ at the point mentioned floor of money calculation , and applications when evaluating base is acceptance in the system attached to : participant by approved price the offer .

8.5 If application inconsistency is place found in letters and in numbers written of money between , then base is accepted in letters written the amount. If proposed prices presented are two or more in currencies , then them compared are Armenia Republic in drams at the Central Bank 's 11th exchange rate.

8.6 The Commission invitation requirements towards sufficient evaluated applications presented from the participants decision and announce is chosen and such unrecognized Participants : Products purchase in case the committee assessment is also presented product complete descriptions compliance invitation Requirements : Recommended minimum prices equality in case

a . selected and such unrecognized to the participants to decide for the purpose commission in session equal prices of the participants presented back behave are simultaneous negotiations , if at the meeting present are that participants ( respectively authority having representatives ),

b . opposite in case commission the session suspended is , and one working day during commission the secretary equal prices presented to the participants system through: no automatic notification by the way simultaneously notification is prices reduction around simultaneous negotiations driving conditions , duration , day , hour and wild about ,

c . negotiations behave are no sooner than​ the notification to be sent on the day subsequent from the day second and no later than​ fifth working the day ,

d . each participant : data at the moment presented price the offer being published is the other participant for , and until negotiations number intended deadline the end participant can is review his/her price the proposal ,

e . negotiations number defined deadline to expire at the moment , according to to it present participants presented prices , determined and announced are chosen and such unrecognized participants : If negotiations as a result participants presented prices remains are equal , purchase the procedure Article 37 of the Law Article 1​ part 1​ point basis on announced is failed .

8.7 If invitation requirements towards sufficient evaluated applications presented participants prices exceed are purchase the price , then evaluator the committee can is low price proposal presented participant to announce chosen participant: on condition that the latter back sealable by contract intended parties rights and responsibilities strength in are enter purchase price superior to the extent additional financial resources to be planned and its basis on parties between agreement to seal in case : In in which the agreement being sealed is additional financial means to be planned subsequent fifteen working day during: of goods supply deadlines extending contract sealing from the day until agreement sealing the day fallen period : This point according to sealed the contract dissolving is , if to seal subsequent sixty calendar day during additional financial resources are not is planned : This point paragraph requirements are not applies when​ applications presented are from one more participants and only one participant application is to be evaluated invitation to the requirements enough .

This point non-application in case The procedure is as per Article 37 of the Law. Article 1​ part 1​ point basis on announced is failed .

8.8 Demand in case any participant application copies commission the secretary immediately provision is similar demand presented other Participant : On demand execution impossibility in case demand presented to the person immediately provided is application included the documents which the latter getting to know each other is in place , right has take a photo them and return is commission to the secretary session during: without to hinder commission normal activity .

8.9 If applications opening and evaluation session during implemented evaluation as a result participant application being recorded are inconsistencies: invitation requirements towards , including it the case when application included: Armenia Republic resident being participant by approved documents or their one part approved are not electronic digital with signature , then the committee one working per day suspends is the session , and commission the secretary the same the day its about system through informs is to the participant: offering until suspension deadline the end to fix Inconsistency : Participant sent notification in more details being described are application evaluation during found all inconsistencies .

8.10 If this 8.9th of the invitation with a dot defined within the deadline participant correction is recorded the discrepancy , then the latter the application being evaluated is sufficient : Opposite in case data participant the application being evaluated is insufficient and rejected is , including if participant this by invitation defined within the deadline no present application provision the original , and chosen participant is recognized subsequent place occupied participant .

8.11 Commission member or the secretary no can participate commission to the works , if commission activity it becomes clear in the process is that​ the latter by founded or shareholder​​​​ the organization , or their close by kinship or with care related person ( parent , spouse , child , brother , sister , grandmother , grandfather , grandchild , etc.) also husband parent , child , brother , sister , grandmother , grandfather , grandchild ) or that person by founded or shareholder​​​​ the organization this to the procedure to participate number presented is Application : If available is this with a dot intended the condition , then this procedure in relation to interests collision having commission member or the secretary immediately self-exclusion is reports from this procedure .

8.12 Applications from opening and from being evaluated after being compiled is purchase order​ about Armenia by law defined In order : Total in which commission session protocol in more details being described are applications evaluation as a result recorded discrepancies and with them agreed applications rejection The foundations : The protocol signing are commission at the meeting present the members.

8.13 Commission the secretary applications opening and evaluation session from the end after no late than subsequent working day :

1) applications opening and evaluation session protocol from the original printed ( scanned ) version and this on the 1st of the invitation in paragraph 3.5 of the part mentioned justifications for discussion the summary , which contain is information also justifications to receive date and electronic mail addresses regarding , publication is newsletter : If justifications are not presented , then commission session protocol in its about happening are appropriate notes .

2) his and evaluator Commission applications​ opening and evaluation at the meeting present members by signed interests collision absence about announcements from the originals printed ( scanned ) versions publication is Bulletin : Commission it the members who commission works participates are applications opening and evaluation from the session after invited at the meetings , signing are this in the sub-clause intended the statements which newsletter the secretary publication is signing subsequent working the day .

8.14 Law 6​ Article 1​ Part 6​ with a dot intended the foundations in application to come in case customer's leader reasoned decision basis on authorized body participant inclusion is shopping to the process to participate right having none participants on the list. Total in which this at the point mentioned decision customer's the leader making is purchase the procedure failed to be announced or sealed contract regarding the announcement to publish or the contract one-sided to solve about to publish the announcement ( notification ) on the day subsequent tenth Day : Decision to be held subsequent the day it written provided is authorized to the body and Participant : Authorized body participant inclusion is shopping to the process to participate right having none participants on the list the decision to receive subsequent fortieth on the day subsequent fifth the day , and the decision to receive subsequent fortieth day as of participant by decision appeal regarding initiated and unfinished judicial case availability in this case : judicial on the job final judicial act strength in to enter on the day subsequent fifth the day if judicial examination with result decision execution possibility no disappeared . If :

this with a dot intended for: authorized to the body decision to be presented deadline to expire day as of participant or the contract sealed person to pay is application , contract and ( or ) qualified provision the amount , then client data participant on the list to include reasoned decision no present authorized body​

participant or the contract sealed person by application , contract and ( or ) qualified provision of money payment implemented is authorized to the body decision to be presented deadline upon expiration later , but no later than​ participant or contract sealed to the person on the list to include deadline to expire the day , then client its about written informs is authorized body whose​ basis on participant no included on the list .

Total in which , if participant shopping to participate right to have about application - statement qualified is as to reality inconsistent or participant this by invitation defined in order and within the deadlines no present by invitation intended documents ( those among correction subject ) or chosen participant no present qualification or contract provision or if the procedure organized is Law 15​ Article 6​ in part intended to the settlement appropriate and its as a result agreement to seal for the purpose the contract sealed person defined within the deadline one-sided approved statement of intent ( hereinafter also ( in the form of ) presented contract and ( or ) qualification provision no replacement banking with guarantee or cash with money , then that circumstance considered is as purchase process in the frame participant undertaken obligation violation​

8.15 If participant Law 6​ Article 1​ Part 5​ and 6th​ in parts intended in lists to be included is the application to present from the day then , then his/her data the application subject not rejection .

8.16 This on the 1st of the invitation in paragraph 8.9 of the part mentioned documents participant defined within the deadline to the assembly to the secretary present is the latter: this by invitation intended electronic to the post office to send via : Secretary obliged is the documents to receive the day confirm their to receive the circumstance: this invitation mentioned his/her electronic from the mail participant electronic to the post office confirmation to send through .

8.17 Participants and them representatives can are present to be commission at the sessions. Participants or them representatives can are to demand commission sessions protocols copies that​ provided are one calendar day during.

8.18 Commission and ( or ) the customer by electronic notifications being sent are system through , and participant by his / her side application mentioned electronic from the mail this invitation mentioned by the commission secretary electronic to the post office to be sent through .

Electronic information ( documents ) by the way exchange in case participant confirmation of information ( documents ) is electronic digital with the signature of which the certificate need is inserted be « Authentication cards about » Armenia Republic by law defined in order willing identification on the card , or sending information ( documents ) is approved original from the document in a printed ( scanned ) version .

Armenia Republic resident being the special attachments application included in their by confirmable documents​​ confirmation are electronic digital with signature , and Armenia Republic of the state resident not being the participants - that documents present are approved original from the document in a printed ( scanned ) version .

Application included: electronic digital with signature confirmable documents are not being sealed .

8.19 Applications assessment and chosen participant the decision implemented is according to separately 12 servings .

8.20 Selected participant by the contract to refuse to sign ( or ) contract to seal from the right to be deprived of in case commission by decision chosen participant is recognized subsequent place occupied participant: this on the 1st of the invitation Part 8.13 to 8.20​ with dots defined procedure by application .

8.21 Participant himself presented requirements compliance justification for the purpose can is to present additional other documents , information and materials.

The Commission can is to check participant presented data authenticity by using official from sources received data or its about receiving competent bodies written Conclusion : Similar survey to be sent in case appropriate state and local self-government bodies the request to receive on the day subsequent two working day during provision are written Conclusion : If participant presented data authenticity inspection as a result data qualified are to reality not responding , then​ data participant the application rejected is .

8.22 This on the 1st of the invitation Part 8.21, point application for the purpose can is to be invited commission extraordinary session.

8.23 Selected participant to decide session at the end subsequent working the day commission secretary:

1) Coordination note is procedure sufficient evaluated To the participants :​ them classifying according to evaluation results and price suggestions .

2) System through procedure participants electronic to the post office sending is evaluation results about commission session the record .​

8.24 Until contract sealing client newsletter publication is announcement contract to seal decision about no later than​ chosen participant about decision acceptance subsequent first working Date : Contract to seal about decision contain is summary information applications evaluation and chosen participant the choice substantiating reasons about and announcement inactivity deadline regarding :

8.25 Inactivity deadline contract to seal about decision announcement publication on the day subsequent day and customer's by the contract to seal jurisdiction emergence day between fallen period is.

Inactivity deadline this procedure in case " » calendar day is. Inactivity deadline applicable .

- not if​ only one participant is application presented , whose back being sealed is contract ,

- is also it in case when only one participant is application presented , and it to be rejected is : This point application in case inactivity deadline defined is purchase the procedure failed to announce about with a statement .

Client the contract sealing is , if this with a dot intended inactivity within the deadline any participant no appeal contract to seal about the decision. Until inactivity deadline expiration or without contract to seal or purchase the procedure failed to announce about announcement publication sealed the contract to nothing is.

**9. CONTRACTING​**

9.1 Contract​ being sealed is commission decision basis on the customer by. The contract being sealed is pledge that : one document to make through.

9.2 This on the 1st of the invitation Part 8. 25 points​ defined inactivity deadline upon completion subsequent Wednesday​ working day​ landlord​ notification is chosen m to the associator , presenting contract to seal the offer and contract The project : Total in which the contract can is to be sealed no sooner than​ this on the 1st of the invitation Part 8. 25 points​ defined inactivity deadline to expire on the day subsequent fourth working the day .

9 .3 Selected m assani contract to seal the offer and to be sealed contract the project commission the secretary provision is electronic by method : Total in which contract included is chosen participant by by request presented product complete description :

9.4 Contract to seal about customer's the notification chosen participant to send the day commission the secretary system​ through chosen participant electronic to the post office sending is notice : contract to seal the offer willing to be about .

9 .5 If chosen participant contract to seal about the notification and contract project n from receiving after : this 10.1 point of the invitation intended within the deadline , and to be sealed contract by design advance payment intended to be in case of 10 working days day during no signing the contract and to the assignor present qualification and contract provides ,​​ and to be sealed contract by design advance payment intended to be and chosen participant by that the condition to be admitted in case also advance payment ensuring ,then he/she deprived is the contract to sign from the law.

Total in which chosen participant by approved contract the project to the customer being presented is written and its presentation the note being counted is customer's document flow in the system : Customer leader by contract the project being confirmed is that jurisdiction to the emergence subsequent two working day during and approval subsequent working the day accompanying in writing provided is chosen to the participant .

9 .6 Contract to seal regarding to the client proposal​ received chosen m the relative pronoun system​ through acceptance or rejection is himself presented the offer .

9. 7 Until this on the 1st of the invitation part 9 .5 with a dot intended deadline the end , the sides with consent , can are contract design done changes , but them are not can lead purchase subject characteristics change , advance payment size or chosen participant proposed price to the increase.

9 .8 The contract to be sealed subsequent working the day commission the secretary coordination​ completion is the procedure .

**10. QUALIFICATION AND CONTRACTUAL PROVISIONS**

10. 1 Qualification and contract​ guarantees​ to present demand basis on it​ to receive from the day after 5 working days day during , selected participant obliged is to present qualification and contract provide .​

10.2 Qualification provision size equal is this procedure in the frame to be purchased product purchase 15 percent of the price . Qualification provision being presented is punishment ( Appendix 4.2 )​​ or cash money , or banks by willing guarantees in the form of : Total in which provision need is valid be at least until contract execution result customer's by complete to be admitted on the day subsequent 2 0- th working the day including : [[5]](#footnote-5).1

Cash money in the form of presented The qualification fee must be transferred to the treasury account " 900008000698 " opened in the name of the authorized body at the Central Treasury .

The qualification certificate shall be returned to the submitter within five working days following the full acceptance by the customer of the results of contract performance.

If the contract is executed in phases and the execution of each phase is not directly related to the final result to be obtained in accordance with the requirements set out in the contract, then after the result of each phase is accepted by the customer, the amount of the qualification security shall be reduced in proportion to the amount of that phase.

The selected participant shall submit the qualification assurance in the form of a bank guarantee in accordance with Annex 4 or Annex 4.1. 13

Moreover, if the contracts for the purchase of goods are concluded on the basis of Part 6 of Article 15 of the Law, then the qualification security submitted in respect of the agreement(s) concluded for a given year within the framework of the available financial allocations is subject to return if the agreement(s) are properly executed in full by the contractor and its result is fully accepted by the customer.

The qualification guarantee 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. Contract provision size to make is purchase 10 percent of the price . If contract by design intended of goods purchase price less is to be sealed contract from the price , then contract provision size calculated is contract price Regarding : Contract provision being presented is banking ( Appendix 5 ) or cash money in the form of : 14

If the procurement procedure is organized in lots and a participant is recognized as a selected participant in more than one lot, can is to present: how each portion number separately , so email one contract provides : all portions Number : One contract provision to be presented in case its the amount calculated is presented portions purchase prices total towards: account taking 32nd in the order point 9​ sub-item requirements :

Contract provision need is valid be at least until to be sealed by contract to be defined obligations complete execution last on the day next 90th​ working the day including : Contract provision it presented to the person being returned is sealed by contract undertaken obligations complete execution in case: complete obligations execution deadline upon completion next 5 working days day during .

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

10.4

10 .5

10.6 K is represented purchase procedure in the frame sealed the contract to fail to comply or no proper to perform as a result any portion in part dissolving is , then qualification and contract provisions paid are only that portion towards calculated of money in the amount of .

10.7 Customer the leader contract and qualification provision payment the requirement to the bank , and cash money in the form of presented provision in case: authorized to the body , represents is provision payment the basis to emerge on the day subsequent three working day during : If provision payment the requirement bank by rejected is the requirement or to it adjacent documents no complete presented to be based on , then new the requirement customer's the leader bank present is rejection to receive subsequent two working day during .

**11. DECLARING THE PROCESS AS NON-PROCESSING**

11.1 Section 37 of the Law article according to the committee this the procedure failed is declare if :​

1) from applications no one no correspond invitation to the conditions .

2) cessation is existence to have purchase requirement : In in which of necessity or communities needs number organized purchase the procedure can is completely or partial failed to be announced respectively Armenia Republic government or community council of elders , other customers in case of general management implementing authorized body leader , and foundations in case trustees council decision basis on [[6]](#footnote-6): 15

3) no one application no presented .

4) contract no being sealed.

This the procedure Acts 3 : 7​ Article 1​ Part 4​ point basis on announced is failed if​ this procedure in the frame defined applications presentation deadline to expire moment as of electronic shopping the system disrupted is .

11.2 G like the procedure failed to be announced subsequent working day during , the client newsletter publication is a statement in which noted is purchase the procedure failed to be announced the justification.

**12. PURCHASE PROCESS BACK CONNECTED ACTIONS AND ( OR )**

**ACCEPTED DECISIONS TO COMPLAINT PARTICIPANT**

**THE RIGHT AND THE ORDER**

12 ․ 1 Each interested person right has to appeal client , evaluator commission actions ( inaction ) and decisions Armenia Republic civil trial by the Code ( hereinafter referred to as: Code ) defined in order .

Each someone right has By law defined in order until applications presentation deadline to appeal purchase subject characteristics or invitation requirements :

12 ․ 2. This procedure back related relationships administrative relationships are not , and them being regulated are Armenia Republic civil law relationships regulator by legislation .

12 ․ 3. Client , evaluator commission done action or inactivity as a result caused damages compensated are Armenia Republic civil by code defined in order .

12 ․ 4. This by invitation defined inactivity deadline client , evaluator commission of actions ( inaction ) and decisions appeal claim antiquity deadline is , except Law 6​ Article 2​ in part intended decisions appeal and the contract one-sided to solve back related disputes , which in case claim antiquity deadline thirty calendar day is .

12 ․ 5 ․ This procedure back related the arguments being examined and dissolving are Yerevan city first of the court general jurisdiction in court the petition proceedings from accepting then: thirty day during : Court reasoned by decision this in part intended deadline can is to extend one times until​ ten calendar per day .

12.6. The Court the petition proceedings to accept the question solution is it since being introduced then: three-day within the deadline .

12.7. Filing a claim proceedings to accept back simultaneously the court making is decision: from the respondent data purchase process back related respondent possession under located all the evidence to demand about .

12.8. Evidence to demand regarding decision happening is respondent by the decision from receiving then: five-day within the deadline .

This with a dot intended within the deadline respondent by evidence to demand regarding decision requirements to be unfulfilled in case the case being examined is in it available of evidence basis on , and plaintiff cited it the facts which subject are confirmation respondent possession under located with evidence , considered are approved .

12 ․ 9. The Court this purchase to the process concerning: this by share intended disputes regarding his/her in proceedings under examination the works connects is one in the proceedings .

12 ․ 10. Filing a claim proceedings to accept about the decision immediately being sent is authorized body official electronic mail To : Authorized body this with a dot intended the decision immediately publication is in the newsletter: noting suspension the day .

12 ․ 11 ․ Claim the answer client present is the petition proceedings to accept about the decision from receiving then: five-day within the deadline .

 12 ․ 12 ․ To the point participant persons and them representatives judicial session time and wild , like also By law intended in cases separately procedural actions to perform about notified are electronic communication through notifications and other documents Article 97 of the Code by article defined in order in the petition mentioned electronic to the post office to send in a way .

12 ․ 13 ․ The court this by share intended with arguments the works examination and their regarding the verdicts and decisions making is written procedure , except it cases when​ the court to the job participant person by mediation or his/her on the initiative came is conclusion that​ necessary is the case examine judicial at the session .

12 ․ 14. The case judicial in session to examine regarding the mediation to the job participant person can is to present until petition answer to present number defined deadline completion .

12 ․ 15. The case judicial in session to examine about the court making is decision petition answer to present number defined deadline upon expiration then: three-day within the deadline .

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

12 ․ 17 ․ Disputed of actions ( inaction ) and decisions at the base fallen circumstances , such as also data performance of actions ( inaction ) and decision acceptance by law , otherwise legal by acts defined order preserved to be the facts to prove duty carry is the respondent .

12 ․ 18 ․ The respondent disputed of actions ( inaction ) and decisions legitimacy substantiating evidence can is to present only the evidence to demand decision execution during , except it cases when​ justification is proof presentation impossibility from himself independent for reasons .

12 ․ 19 . Client and evaluator commission of actions ( inaction ) and decisions ( except Law 6​ Article 2​ in part intended appeal of decisions automatically suspends is purchase the process is this 12 ․ 10 points of the invitation intended decision to be published from the day until argument examination with results first of the court court made final judicial act strength in to enter the day .

12 ․ 20 ․ It in cases where public​ or defense and national security in the interests of based on , necessary is continue purchase the process , the court Law 2​ Article 1​ in part defined bodies leaders , and legal persons in case executive body leader written mediation basis on making is purchase process suspension to eliminate about decision : Court this with a dot intended decision its establishment the day immediately sending is authorized body official electronic mail To : Authorized the body that the decision immediately publication is newsletter .

 12 ․ 21 ․ Customer and evaluator commission of actions ( inaction ) and decisions appeal back related with arguments court final judicial act strength in is enter publication from the moment .

12.22 ․ Customer and evaluator commission of actions ( inaction ) and decisions appeal back related with arguments court verdict final part or other final judicial the act its publication the day being sent is authorized body official electronic mail To : Authorized body court verdict final part or other final judicial act immediately publication is newsletter .

12 ․ 23 ․ Appeal number chargeable state duties rates defined are " State duty " about " by law.

**PART II**

**INSTRUCTION**

**OPEN R T AND Y T TO PREPARE THE WORD**

**1. GENERAL INFORMATION**

1.1 This guide is intended to assist in preparing the identity of the participants.

1.2 Where appropriate, the applicant may submit the required information in forms other than those recommended by this Directive, provided that the required validity conditions are met.

1.3 Applications , in addition to Armenian , may also be submitted in English or Russian.

**2. PROCEDURE**

To the procedure to participate number m the relative pronoun system through present is Application : Haitian attached are this by invitation intended appropriate documents ( information ) .

Participant by request present is his/her by approved :

**1) " Capability " "standard " .**

Procedure 2.1 to participate application - statement according to h added to N 1 .

2.2 items by approved - recommended product complete description : according to Appendix N 1.1 .

2.3 agency contract copy and its side being person data if​ the contract to be carried out is agency through .

2.4 joint activity the contract , if participants purchase to the procedure participates are jointly activity in order ( by consortium ): 16[[7]](#footnote-7)

**2) " Financial " "standard "** .

2.6 price proposal according to Appendix N 2 : Price the offer being presented is value ( cost price) and predicted profit the sum ) and added of value floor general from the ingredients consisting of calculation in a way. Value​ components calculation : opening or other details are not required and presented .

2. 7 This by invitation intended for: m asnaksi composed documents signing is them presenting person or the latter authorized person ( hereinafter referred to as the agent ) . If the application present is the agent , then by request being presented is the latter that authority reserved to be about document.

2. 8 Application included original documents instead of can are presented their notary in order certified examples.

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**Appendix No. 1**

LM - TH - GHAPSDB -24/08 **\* with code**

**EVALUATION SURVEY INVITATION**

**APPLICATION STATEMENT \***

###### EVALUATION SURVEY to participate

participant name

Tumanyan 's​ municipality by LM - TH - GHAPSDB -24/ 08 with code announced

customer's name

Quotation survey the portion and the invitation to the requirements submits an application accordingly .

declares and confirms that being is

participant name

resident​

country name

- to:

participant name

* The taxpayer registration number is:

taxpayer registration number

* The email address is:

email address

* activity address is

activity address

* phone number is

phone number

Hereby declares and confirms that:

participant name

1) and its affiliated persons

participant name

are satisfied LM - TH - GHAPSDB -24/08 to the eligibility requirements set out in the invitation to tender for quotations .

2 ) LM - TH - GHAPSDB -24/08 within the framework of participating in the coded quotation request :

* has not allowed and (or) will not allow unfair competition, abuse of dominant position and anti-competitive agreements,
* is missing the one specified in the invitation: in

participant name

related parties and/or of

participant name

founded by or more than fifty percent in

participant name

A case of simultaneous participation of organizations with a share (equity) owned by them.

This is presented below. on the real beneficiaries of

participant name

Link to the website containing the information: ---- ------------------- ----------------------------- \*\*

Attached being presented is by proposed

participant name

product complete description: according to Annex 1.1 :​

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the participant ( position of the leader, first name and last name) signature)

K. T.[[8]](#footnote-8)

### **Appendix 1.1**

LM - TH - GHAPSDB -24/08 **\* with code**

**EVALUATION SURVEY INVITATION**

### **DESCRIPTION**

### **proposed product complete**

-n LM - TH - GHAPSDB -24/08 \*

participant name

coded quotation Within the scope of the survey , below is a complete description of the product it offers, divided by dosage.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Size number** | **Recommended product** | | | | |
| **company​ name** | **commodity the sign** | **the model** | **manufacturer name** | **technical characteristics** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

participant name ( of the leader) position , name last name ) signature

K. T.

*\* to be filled in by the committee secretary before the invitation is published in the bulletin .*

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

LM - TH - GHAPSDB -24/08 **\* with code**

**EVALUATION SURVEY INVITATION**

FORM

REAL BENEFICIARIES ABOUT DECLARATION

1. **The organization**
   1. *Organization data*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name Latin alphabet |  |
| * + 1. State registration number |  |
| * + 1. Registration day , month , year |  |
| * + 1. Registration address |  |
| * + 1. Registration the state |  |
| * + 1. Executive body leader name and last name |  |

* 1. *The statement presenting person*

|  |  |
| --- | --- |
| * + 1. The statement presenting person name and last name |  |
| * + 1. The statement presenting person position |  |

* 1. *Declaration presentation*

|  |  |
| --- | --- |
| * + 1. Declaration signing day , month , year |  |
| * + 1. Declaration pages number |  |
| * + 1. The statement presenting person signature |  |

1. **Stock listing data**
   1. *Stocks listing data*

|  |  |
| --- | --- |
| * + 1. Stock stock exchange name |  |
| * + 1. The link on the stock exchange available to the documents |  |

* 1. *The organization supervisor legal person data*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name Latin alphabet |  |
| * + 1. State registration number |  |
| * + 1. Registration day , month , year |  |
| * + 1. Registration address |  |
| * + 1. Registration the state |  |
| * + 1. Executive body leader name and last name |  |

* 1. *Control level*

|  |  |
| --- | --- |
| * + 1. Participation size ( % ) |  |
| * + 1. Participation type | ☐ Directly participation  ☐ Indirect participation |

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

|  |  |
| --- | --- |
| * + 1. State name |  |
| * + 1. Community name |  |
| * + 1. Participation size ( % ) |  |
| * + 1. Participation type | ☐ Directly participation  ☐ Indirect participation |

* 1. *International organization participation*

|  |  |
| --- | --- |
| * + 1. International organization name |  |
| * + 1. International organization name Latin alphabet |  |
| * + 1. Participation size ( % ) |  |
| * + 1. Participation type | ☐ Directly participation  ☐ Indirect participation |

1. **Real beneficiary data**
   1. *Person identity confirming data*

|  |  |
| --- | --- |
| * + 1. Name |  |
| * + 1. Last name |  |
| * + 1. Name ( Latin ) |  |
| * + 1. Last name ( Latin script ) |  |
| * + 1. Citizenship |  |
| * + 1. Birthday day , month , year |  |

* 1. *Person confirming the document*

|  |  |
| --- | --- |
| * + 1. Document type |  |
| * + 1. Document number |  |
| * + 1. Provision day , month , year |  |
| * + 1. Provider body |  |
| * + 1. PSC or equivalent number |  |

* 1. *Person registration address*

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

* 1. *Person residence address*

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

* 1. *Real beneficiary to be bases ( except for subsoil use) industry accountable organizations )*

|  |  |
| --- | --- |
| ☐ a . direct or indirect possession is data legal person: voice right giving shares ( stocks , shares ) 20 and more percent or direct or indirect in a way is 20 and more percent participation legal person statutory in capital | |
| * + 1. Participation size ( % ) |  |
| * + 1. Participation type | ☐ Directly participation  ☐ Indirect participation |
| ☐ b . data legal person towards implement is real ( actual ) control other by means | |
| ☐ c . is is data legal person activity general or current management implementing official silent in case when available not " a " and " b "​ to the requirements corresponding physical person | |

* 1. *Real beneficiary to be the bases ( subsoil use) industry accountable organizations for )*

|  |  |
| --- | --- |
| ☐ a . directly or indirect in a way possession is data legal person 's voice right giving shares ( stocks , shares ) 10 and more percent or direct or indirect in a way has 10 and more percent participation legal person statutory in capital | |
| * + 1. Participation size ( % ) |  |
| * + 1. Participation type | ☐ Directly participation  ☐ Indirect participation |
| ☐ b . right has to appoint or to remove legal person management bodies members to the majority | |
| ☐ c . legal from a person gratuitous received is accountable of the year preceding of the year during data legal person received profit at least 15 percent to the extent benefit | |
| ☐ d . legal person towards implement is real ( actual ) control other by means | |
| ☐ e . is is data legal person activity general or current management implementing official person it in case when available not " a "-" d " points to the requirements corresponding physical person | |

* 1. *Real beneficiary status regarding information*

|  |  |
| --- | --- |
| * + 1. Real beneficiary to become day , month , year |  |
| * + 1. Organization towards control implementation | ☐ Separately  ☐ Interconnected persons back jointly |
| * + 1. Subsoil use industry accountable organization real beneficiary being is official person or his/her family member | ☐ Yes  ☐ No |

* 1. *Real beneficiary contact data*

|  |  |
| --- | --- |
| * + 1. Email​ mail address |  |
| * + 1. Phone number |  |

1. **Intermediate legal persons**
   1. *Organization data*

|  |  |
| --- | --- |
| * + 1. The name |  |
| * + 1. The name Latin alphabet |  |
| * + 1. State registration number |  |
| * + 1. Registration day , month , year |  |
| * + 1. Registration address |  |
| * + 1. Registration the state |  |
| * + 1. Executive body leader name and last name |  |

* 1. *Real beneficiary data*

|  |  |
| --- | --- |
| * + 1. Real beneficiary ( ies )​ name and whose last name number the organization being is intermediate legal person |  |
|  |
|  |
|  |
|  |

* 1. *Intermediate legal person shares listing data*

|  |  |
| --- | --- |
| * + 1. Stock stock exchange name |  |
| * + 1. The link on the stock exchange available to the documents |  |

1. **Additional notes**

|  |
| --- |
| *Additional information or additional clarifications that​ related are declaration filled or filling subject to the data* |
|  |

**I. Declaration filling order**

1. 1 of the Declaration In the section ( Organization ) is filled in are declaration presenting legal person ( hereinafter referred to as Organization ) data. This in the department subsections being filled are following by the rules .
   1. " Organization " data » subsection being filled are Organization the name ( that) including: Latin script ) and state registration data: including note organizational and legal of form about .
   2. " The Declaration " presenting person » subsection being filled is it physical person data who signing is this procedure application included documents .
   3. " Declaration " presentation in the " subsection " being filled are declaration signing day , month , year , declaration pages number , as also being put is the declaration presenting person signature :
2. 2nd part of the Declaration section ( Shares) listing data ) is being filled in is , if Organization or Organization n completely supervisor other legal person shares listed are Armenia Republic justice minister by approved: real beneficiaries equivalent discovery by standards adjustable markets on the list included in the market. Noted standards to comply with in case this the department being filled is Organization or The organization completely supervisor other legal person for. This the department to fill in case declaration next departments subject are not addition , except for the 5th department , which being filled is , if The organization completely supervisor legal person Organization statutory in capital has indirect participation. This in the department subsections being filled are following by the rules .
   1. « Stocks listing data » subsection being filled is stock stock exchange name: in brackets noting also stock exchange Market Identifier Code , where listed are Organization or The organization completely supervisor other legal person shares , as also happening is link on the stock exchange available documents - availability in case it documents which​ contain are information data legal person owners regarding .
   2. " The organization " supervisor legal person data » subsection being filled is , if 2.1 of the declaration subsection filled data refers to are no or the declaration presenting legal person , other The organization completely supervisor other legal person : This subsection being filled are The organization supervisor legal person the name ( that) including: Latin script ) and registration data including​ note organizational and legal of form about , how also executive body leader name and Last name .
   3. " Control " level » subsection being filled is , if Declaration 2.1​​​ subsection to be filled are The organization completely supervisor legal to the person concerning the data. This subsection noted is Organization statutory in capital The organization supervisor legal person participation size: percentage in expression , as also participation type. Statutory in capital participation size and type regarding notes happening are this 4th grade​ point 5​ with subparagraph " a " defined rules with registration.
3. 3rd of the Declaration department ( State , community) or international organization participation ) being filled is , if Organization statutory in capital direct or indirect participation has any state , community or international organization. The section can is to be filled one how many even if​ Organization statutory in capital direct or indirect participation have one how many state , community or international organization. This in the department subsections being filled are following by the rules .
   1. " State " or community participation » subsection being filled is , if the declaration presenting legal person statutory in capital available is state or community direct or indirect Participation : State participation in case this subsection being filled is of the state , and community participation in case: also community the name. This subsection being filled are also legal person statutory in capital state or community participation size: percentage in expression , as also participation type. Statutory in capital participation size and type regarding notes happening are this 4th grade​ point 5​ with subparagraph " a " defined rules with registration .
   2. « International organization participation » subsection being filled is , if the declaration presenting legal person statutory in capital available is international organization direct or indirect participation : This subsection being filled are international organization the name ( that) including: Latin script ), legal person statutory in capital international organization participation size: percentage in expression , as also participation type. Statutory in capital participation size and type regarding notes happening are this 4th grade​ point 5​ with subparagraph " a " defined rules with registration.
4. 4th of the Declaration section ( Real beneficiary data ) is being filled in is each real beneficiary number separately: Organization real beneficiaries in quantity. This in the department subsections being filled are following by the rules .
   1. " Personal " identity confirming data » subsection being filled are real beneficiary personal the data. Data being filled are just like that them filled are real beneficiary person confirming in the document. If person name and last name Armenian or Latin alphabet available are not the latter person confirming in the document , then declaration being filled is their the transcription .
   2. " The person " confirming document in the " subsection " being filled are information real beneficiary person confirming document regarding .
   3. " Personal " registration address » subsection being filled is real beneficiary registration wild address .
   4. " Personal " residence address » subsection being filled is , if real beneficiary registration address different is the latter residence from the address. This subsection being filled is real beneficiary residence wild address .
   5. " Real " beneficiary to be the bases ( except subsoil use industry accountable organizations )" subsection being filled is , if the declaration presenting legal person no being subsoil use industry accountable organization : This subsection noted " Money "​​ washing and terrorism financing against about the struggle by law intended that base ( s ) with is person being Organization real beneficiary , and included are that foundations in relation to required information. From one more on the grounds real beneficiary to be in case note is happening all foundations in part: appropriate at points. This subsection foundations regarding data being filled are following by the rules .

a . this in subparagraph " **a** " happening is note if​ physical person direct or indirect possession is Organization: voice right giving shares ( stocks , shares ) 20 and more percent or direct or indirect in a way is 20 and more percent participation Organization statutory in capital. Participation can is to be Organization share ( stock , share ) of ownership by right to master by force ( directly) participation ) or Organization holder of a share ( stock , share ) other legal person share ( stock , share ) of ownership by right to master by force ( indirectly) participation ) . Indirect participation can is implemented independent physical person and Organization the owner of the share ( stock , share ) legal person in the chain available intermediate legal persons " Participation " size in the " field " noted is Organization statutory in capital participation size: percentage with expression. Participation size calculated is base accepting real beneficiary direct and indirect participation as a result Organization statutory in capital participation all interest the total. Indirect participation in the case of the organization statutory in capital real beneficiary participation calculated is base accepting each previous intermediate organization participation the size , it is Organization participant legal person: percentage with expression participation size multiplying Organization participant legal person statutory in capital appropriate participant: percentage with expression participation in size , and like that continuously until real to the beneficiary " Achievement of Participation " type in the " field " happening is note statutory in capital participation direct or indirect to be about. Statutory in capital and just , and indirect participation availability in case note is happening simultaneously and just , and indirect participation availability regarding .

b . this in subsection " **b** " happening is note if​ person in point " a " in the sense no being organization real beneficiary , but control is The organization: legal tools ( that including: sealed transactions ) by force , but of nature personal impact basis on or other by means of .

c . this in subparagraph " **c** " happening is note if​ person being is Organization activity general or current management implementing official person it in case when available not this Subsection " a " and " b "​ to the requirements corresponding physical person​

* 1. " Real " beneficiary to be the bases ( subsoil use) industry accountable organizations for " subsection being filled is , if the declaration presenting legal person being is subsoil use industry accountable organization. Real beneficiaries the discovery implemented is Underground about by code defined by standards . This subsection notes happening are this 4th 5th grade​​ at the point defined rules with registration. This subsection foundations regarding data being filled are following by the rules .

a . this in subparagraph " **a** " happening is note if​ physical person direct or indirect in a way possession is data legal person 's voice right giving shares ( stocks , shares ) 10 and more percent or direct or indirect in a way has 10 and more percent participation legal person statutory in capital. This subsection being filled is this 4th grade​ point 5​ with subparagraph " a " defined rules with registration .

b . this in subsection " **b** " happening is note if​ person right has to appoint or to remove legal person management bodies members to the majority .

c . this in subparagraph " **c** " happening is note if​ person From the organization gratuitous received is accountable of the year preceding of the year during data legal person received profit at least 15 percent to the extent benefit​

d . This in subsection " **d** " happening is note if​ person " a "-" c " points in the sense no being Organization real beneficiary , but control is the organization: legal tools ( that including: sealed transactions ) by force , but of nature personal impact basis on or other by means of .

e . a ys in subsection " **e** " happening is note if​ person being is Organization activity general or current management implementing official person it in case when available not this Subsection " a "-" d " points to the requirements corresponding physical person​

* 1. " Real " beneficiary status regarding information » subsection being filled are person: Organization real beneficiary to become day , month , year. This subsection happening is note real beneficiary by Organization towards control implementation of form regarding. Interconnected persons back jointly control implementation regarding happening is note if​ real beneficiary The organization control is his/her back interconnected person back agreed to act by force or can is it to control his/her back interconnected person back agreed to act in case. If the declaration presenting legal person being is subsoil use industry accountable organization , this subsection also happening is note real beneficiary, Underground about 3rd of the Code Article 1​ Part 53​ point in the sense official person or his/her family member to be regarding .
  2. " Real " beneficiary contact data » subsection being filled are real beneficiary electronic mail address and phone number :

1. 5th of the Declaration section ( Intermediate legal persons ) are filled in is , if the declaration presenting legal person real beneficiary or The organization completely supervisor legal person has indirect participation Organization statutory in capital. This the department subject is filling each intermediate legal person number separately: all intermediate legal persons in quantity. This in the department subsections being filled are following by the rules .
   1. " Organization " data » subsection being filled are intermediate legal person the name ( that) including: Latin script ) and registration data including​ note organizational and legal of form about .
   2. " Real " beneficiary data » subsection being filled are it real beneficiary ( ies )​ name and whose last name number this subsection filled the organization being is intermediate legal person : If intermediate legal persons data being filled are The organization completely supervisor legal person for this​ subsection subject not for filling.
   3. " Intermediate " legal person shares listing data » subsection subject not mandatory for filling. This subsection can is filled in if intermediate legal person shares listed are adjustable in the market. This subsection being filled is stock stock exchange name: in brackets noting also stock exchange Market Identifier Code , where listed are legal person shares , as also happening is link on the stock exchange available documents.
2. 6th of the Declaration section ( Additional notes ) are being filled in is , if available are additional information or additional clarifications that​ related are declaration filled or filling subject to the data. This subsection can are to be filled additional clarifications real beneficiary by The organization to control foundations regarding the state ( community )​ bodies regarding which​ implement are Organization control it in case , if the declaration presenting legal person statutory in capital available is state or community direct or indirect participation , and other paraphrases declaration in relation to.
3. The statement complements and signing is the application presenting the person. Declaration pages numbering and declaration pages quantity about note fulfillment mandatory Isn't it?

**Appendix 2**

LM - TH - GHAPSDB -24/08 **\* with code**

**EVALUATION SURVEY INVITATION**

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

Having studied the invitation for REQUEST FOR EVALUATION with the code LM - TH - GHAPSDB -24/08 \*, including the draft contract to be concluded , proposes

participant name

to perform the contract at the following total prices:

Armenia money

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Size -**  **departments numbers** | **Product name** | **Value**  ( cost price) and predicted profit the total )  **/ in letters and in numbers /** | **VAT \*\***  **/ in letters and in numbers /** | **General price**  **/ in letters and in numbers /** |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5=3+4*** |
| **1** | << Purchase subject portion name N1>> |  |  |  |
| **2** | << Purchase subject portion name N1>> |  |  |  |
| **3** | << Purchase subject portion name N1>> |  |  |  |

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

participant name ( of the leader) position , name last name ) signature

K. T.​​

**Appendix 4.2**

LM - TH - GHAPSDB -24/08 **\* with code**

**EVALUATION SURVEY INVITATION**

**PUNISHMENT ABOUT AGREEMENT**

**( qualification) provision )**

Yerevan " " 20 years​​

, in face Company director

Company Company name director's name last name , passport number the data , which in action is Company statute basis on ( hereinafter referred to as the Company ), hereby one-sided definition is following punishment payment consent .

1. **Consent​ the subject**

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

customer's name

organized by \* code purchase to the procedure .

procedure the code

1.2 As purchase procedure as a result chosen participant , to be sealed by contract intended obligations execution number necessary qualification providing , Company , Customer is present this punishment the agreement and adjacent payment claim form : completed and approved Company by :

1.3 The company this punishment agreement​​​ adjacent presented payment by signing a demand letter ( hereinafter referred to as the Demand Letter ) irrevocably agreeing is that :

a ) Demand letter with signature The company gives is his/her confirmation Demand letter « Payment conditions » in the field filled " accepted " payment » for which​ in case mentioned of money collection back related To the company servicer / payer / Bank ` / hereinafter ` Payer Bank / received The demand letter no present To the company additional agreement to receive for how many that Company by Demand letter on already to be put is signature: acceptance for the purpose of :

b ) The demand letter base is being Payer Bank number : By request mentioned whole the amount Company from the account to charge for: without additional acceptance .

c ) The company no can written or other by the way Payer To the bank to order Demand letter on placed his/her acceptance back to call about .

d ) The company confirmation is that​ The demand letter accept is punishment whole with money .

e ) The company hereby agreement is that​ Payer The bank any responsibility no carry Customer by presented payment demand and Demand letter legitimacy , validity , presentation deadlines and Demand letter performance to ensure number Payer Bank by implemented of actions for .

1.4 Company by purchase procedure as a result sealed the contract to fail to comply or no proper to perform in case , if it leads to is Customer by contract one-sided solution , Client this punishment the agreement and adjacent The demand letter with originals present is Payer To the bank : that about written informing To the company :

This punishment the agreement and adjacent In case the claim is confirmed by an electronic digital signature, it is submitted to the Paying Bank in electronic media, as well as in printed paper versions thereof .

* 1. Client Payer to the bank can is to present other additional documents .

1.6 Payer Bank by P- mail mentioned of money payment as a result Company caused risks ( Company) worn damages ) and negative consequences number The bank any responsibility no bearer : Bank obliged not to check Company by contract conditions to violate the facts .

1.7 It in case , when Company account means are not The Paying Bank shall notify the Customer in writing within 2 ( two ) business days after receiving the payment request .

1.8 This the agreement and adjacent The warning sign Bank from presenting after , from the Bank independent for reasons , ten working day during To the client the amount not to be paid In case , the Client non-payment back related Company about information transfer is << ACCRA Credit Reporting >> CJSC ( Credit) bureau ).

1. **Other conditions**

2.1 This the agreement and The demand letter irrevocable are , strength in are enter Company by validation from the moment and strength in are until Customer by sealed contract execution result complete to be admitted on the day subsequent twentieth working the day including.

2.2. This the agreement and adjacent The demand letter Customer by Payer To the bank presenting :

2.2.1. Client by confirmed is that​ The company weak is gave contractual obligations violation , and

2.2.2. Company by confirmed is that​ this punishment the agreement and adjacent The demand letter proper signed is Company competent person by :

2.3 This Agreement on the occasion born the arguments dissolving are negotiations through. Consent hand not to bring in case the arguments dissolving are judicial in order.

**3. Company address , banking The prerequisites are:**

company name

company address

to the company attendant bank name

company banking account number

company floor payer registration number

company director's first name , last name and signature

K. T.​

Day / month / year

|  |  |
| --- | --- |
| 1. **PAYMENT REQUEST \*** | |
| 2 . Number | |
| 3. Submission date : "\_\_\_ " \_\_\_ 20\_\_\_ . | |
| 4. Payer​ name , or name last name ( Company) ` | |
| 5. Payer 's name attendant Financial organization ( bank ) : | |
| 6. Payer's account number : | |
| 7. Payer's VAT number : | |
| 8. Payer's PIN : | |
| 9. Beneficiary​​ name , or name last name ` | |
| 10. Beneficiary PSC ( not being filled ) | |
| 11. Beneficiary's VAT number : | |
| 1 2 . Beneficiary's name attendant Financial organization ( bank ) : | |
| 1 3 . Beneficiary account number (req.N) | |
| 1 4. The amount ( in numbers and words ) : | |
| 15. Accepted the amount: ( in numbers and words ) ( intended ) is mentioned of money partial acceptance for which​ no applies ) | |
| 1 6 . Currency (in words and code): | |
| 1 7. Purpose of the transaction (payment): *( qualification* ) *insurance​ for )* | |
| 1 8. Payment​ execution the bases: ( Name of documents , including the agreement on the penalty, their numbers, the contract the code based on which the charge is made ) | |
|  | |
| 19. Payment conditions: < accepted payment > | |
| 20. Display pages quantity: --- page | |
| 22 .a . Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22. b .​  K. T.​​ | 2 1.a.​ Payer signatures :  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1. b . K . T . |
| 2 4 . a . To the beneficiary attendant financial organization  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  / signature / | 2 3 . a . To the payer attendant financial organization  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  / signature / |
| 24. b . K . T .  2 4 . c "\_\_\_" \_\_\_ 20\_\_\_ y . | 23. b . K . T .  23. c . Execution Date : "\_\_\_ " \_\_\_ 20\_\_\_ . |

*\* Payment demand letter being filled is according to this by invitation defined « Payment demand letter mandatory prerequisites and filling " in order . "*

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| H / H | **<< Payment request >> document prerequisites** | **Noted field /**  **prerequisite existence in the document** | **Valid condition filling the requirement**  **( shopping) process back related )** | **Validity condition**  **complementary side :**  **beneficiary or payer**  **( shopping) process back related )** |
| **1** | **2** | **3** | **4** | **5** |
| 1. | Document name | mandatory | Required | Document on in advance filled is < Payment demand letter > |
|  | payment demand letter number | mandatory | Required | being filled is beneficiary by : payer to the bank payment demand letter when presenting |
|  | presentation date | mandatory | mandatory | being filled is beneficiary by : payer to the bank payment demand letter presentation the day . |
|  | Payer name , or name last name | mandatory | mandatory  being filled is it the name of the person ( payer ) whose from the account need is to be charged by demand mentioned Amount : Filling is payer first name , last name , if it physical person is or name , if it legal person is : Noted are also other data according to of necessity : Filled is payer by | being filled is payer by |
| 5. | to the payer attendant financial name of the organization ( branch ) ( payer ) the bank ) | mandatory | mandatory | being filled is payer by |
| 6. | payer account number | mandatory | mandatory  being filled is payer banking account number himself attendant financial in the organization ( branch ), from which need is to be charged by demand mentioned the amount | being filled is payer by |
| 7. | payer VAT number | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts limited in cases where payer being is registered taxpayer | being filled is payer by |
| 8. | payer PSC | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts defined in cases where payer being is physical person | being filled is payer by |
| 9. | beneficiary​ name , or name last name | mandatory | mandatory  being filled is beneficiary being person ( payment) Recipient's (name ) : To be specified are also other data according to of necessity | in advance being filled is beneficiary by invitation​ |
| 10. | beneficiary H P.S. | mandatory | no mandatory  ( shopping) back related in process no being filled ) | ( not being filled ) |
| 11. | beneficiary VAT number | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts defined in cases where beneficiary being is registered taxpayer | in advance being filled is beneficiary by invitation​ |
| 12. | to the beneficiary attendant financial name of the organization ( branch ) | mandatory | Required | in advance being filled is beneficiary by invitation​ |
| 13. | beneficiary account number | mandatory | mandatory  being filled is beneficiary it bank ( treasury ) account the number of which on need is be transferred from the payer charged means | in advance being filled is beneficiary by invitation​ |
| 14. | amount ( in numbers) and in words ) | mandatory | mandatory  being filled is to the beneficiary payment subject the amount | being filled is payer by |
| 15. | Accepted amount ( in numbers and words ) | mandatory | no mandatory  ( intended is mentioned of money partial acceptance for which​ shopping back related no applies ) | ( not being filled and no applies ) |
| 16. | currency ( in words) and with code ) | mandatory | Required | being filled is payer by |
| 17. | transaction goal | mandatory | Required being filled is " qualification " provision for " the words | in advance being filled is beneficiary by invitation​ |
| 18. | Payment execution the bases: | mandatory | mandatory  being filled is by demand mentioned of money collection and to the beneficiary payment number base being document the data which basis on beneficiary payment demand letter is present to the payer attendant to the bank being filled is demand letter presentation number base being contract the number , purchase procedure code according to the penalty agreement, | being filled is beneficiary​ by |
| 19. | Payment conditions: | mandatory | mandatory  being filled is < accepted payment > words ,  which appointment is that payer signing demand letter in advance gives is his/her agreement mentioned the amount his/her from the account to charge number | in advance being filled is beneficiary by |
| 20. | exhibition pages number | mandatory | no mandatory  being filled is to the requester adjacent presented documents pages the number of which need is be provided to the payer ( payer) to the bank )  If e to be filled is < Payment execution bases > field then this the data mandatory being filled is . | being filled is from the beneficiary's side |
| 2 1. a . | payer signature | mandatory | mandatory  this the field being filled is payer by demand letter presentation in case : In in which if Payment conditions in the field mentioned is < accepted payment > then payer​ by signing: in advance agreeing mentioned the amount his/her from the account to charge Number : Payer by electronic by the way demand letter presentation in case this in the field being put is payer electronic signature : | being signed is payer by or  being put is payer electronic signature |
| 2 1. b . | payer the seal | mandatory | mandatory :  seal availability in case when payer demand letter present is paper by the way | being sealed is payer by  paper by the way when presenting |
| 22. a .​ | beneficiary signature | mandatory | Required :  being filled is bank when presenting | being signed is beneficiary by |
| 22. b .​ | beneficiary the seal | mandatory | mandatory :  seal availability in case | being sealed is beneficiary by  paper by the way bank when presenting |
| 2 3. a .​ | to the payer attendant financial employee of the organization ( branch ) signature | mandatory | mandatory  payment demand letter to the payer attendant financial of the organization paper by the way presented​ to be full in case |  |
| 2 3. b .​ | to the payer attendant financial the seal of the organization ( branch ) | mandatory | mandatory  payment demand letter to the payer attendant financial of the organization paper by the way presented​ to be full in case |  |
| 2 3 . c | to the payer attendant financial by the organization ( branch ) execution date , hour , minute | mandatory | mandatory  to the payer attendant financial by the organization ( branch ) mandatory noted is demand letter execution date , hour , minute |  |
| 2 4. a .​ | to the beneficiary attendant financial employee of the organization ( branch ) signature | mandatory | no mandatory  being filled is payment demand letter to the beneficiary attendant financial of the organization to introduce​ in the case where employee signature being put is paper by the way presented​ demand letter on |  |
| 2 4. b .​ | profiteer attendant financial the seal of the organization ( branch ) | mandatory | no mandatory  being filled is payment demand letter the latter to introduce​ in the case where being stamped is paper by the way presented​ demand letter on |  |
| 2 4 . c | profiteer attendant financial organization date , hour , minute | mandatory | no mandatory  being filled is payment demand letter the latter to introduce​ in the case where this data entry are paper by the way presented​ demand letter on |  |

**Appendix 5.1**

**LM - TH - GHAPSDB -24/08 \* with code**

**EVALUATION SURVEY invitation**

**PUNISHMENT ABOUT AGREEMENT**

**( contract) provision )**

Yerevan " " 20 years​​

, in face Company director

Company Company name director's name last name , passport number the data , which in action is Company statute basis on ( hereinafter referred to as the Company ), hereby one-sided definition is following punishment payment consent .

**1. Consent the subject**

1.1 The company participates is \* ( hereinafter referred to as the Client ) by

customer's name

organized by \* code purchase to the procedure .

procedure the code

1.2 As purchase procedure as a result to be sealed contract execution providing , Company To the client is present this punishment the agreement and adjacent payment claim form : completed and approved Company by :

1.3 The company this punishment agreement​​​ adjacent presented payment by signing a demand letter ( hereinafter referred to as the Demand Letter ) irrevocably agreeing is that​

a ) Demand letter with signature The company gives is his/her confirmation Demand letter « Payment conditions » in the field filled " accepted " payment » for which​ in case mentioned of money collection back related To the company servicer / payer / Bank ` / hereinafter ` Payer Bank / received The demand letter no present To the company additional agreement to receive for how many that Company by Demand letter on already to be put is signature: acceptance for the purpose of :

b ) The demand letter base is being Payer Bank number : By request mentioned whole the amount Company from the account to charge for: without additional acceptance .

c ) The company no can written or other by the way Payer To the bank to order Demand letter on placed his/her acceptance back to call about .

d ) The company confirmation is that​ The demand letter accept is punishment whole with money .

e ) The company hereby agreement is that​ Payer The bank any responsibility no carry Customer by presented payment demand and Demand letter legitimacy , validity , presentation deadlines and Demand letter performance to ensure number Payer Bank by implemented of actions number : 1.4 Company by purchase procedure as a result sealed the contract to fail to comply or no proper to perform in case Client this punishment the agreement and adjacent The demand letter with originals present is Payer To the bank : that about written informing To the Company : This punishment the agreement and adjacent In case the claim is confirmed by an electronic digital signature, it is submitted to the Paying Bank in electronic media, as well as in printed paper versions thereof .

1.5 Client Payer to the bank can is to present other additional documents .

1.6 Payer Bank by P- mail mentioned of money payment as a result Company caused risks ( Company) worn damages ) and negative consequences number The bank any responsibility no bearer : Bank obliged not to check Company by contract conditions to violate the facts .

* 1. It in case , when Company account means are not The Paying Bank must notify the Customer in writing within 2 ( two ) business days after receiving the payment request .
  2. This the agreement and adjacent The warning sign Bank from presenting after , from the Bank independent for reasons , ten working day during To the client the amount not to be paid In case , the Client non-payment back related Company about information transfer is << ACCRA Credit Reporting >> CJSC ( Credit) bureau ).

**2. Other conditions**

2.1 This the agreement and The demand letter irrevocable are , of force in are enter Company by validation from the moment and strength in are until Company by to be sealed by contract to be undertaken obligations complete execution last on the day subsequent twentieth working the day including :

2.2. This the agreement and adjacent The demand letter Customer by Payer To the bank presenting :

2.2.1. Client by confirmed is that​ The company weak is gave contractual obligations violation , and

2.2.2. Company by confirmed is that​ this punishment the agreement and adjacent The demand letter proper signed is Company competent person by :

2.3 This Agreement on the occasion born the arguments dissolving are negotiations through. Consent hand not to bring in case the arguments dissolving are judicial in order.

**3. Company address , banking The prerequisites are:**

company name

company address

to the company attendant bank name

company banking account number

company floor payer registration number

company director's first name , last name and signature

K. T.​

Day / month / year

|  |  |
| --- | --- |
| 1. **PAYMENT REQUEST \*** | |
| 2 . Number | |
| 3. Submission date : "\_\_\_ " \_\_\_ 20\_\_\_ . | |
| 4. Payer​ name , or name last name ( Company) ` | |
| 5. Payer 's name attendant Financial organization ( bank ) : | |
| 6. Payer's account number : | |
| 7. Payer's VAT number : | |
| 8. Payer's PIN : | |
| 9. Beneficiary​​ name , or name last name ` | |
| 10. Beneficiary PSC ( not being filled ) | |
| 11. Beneficiary's VAT number : | |
| 1 2 . Beneficiary's name attendant Financial organization ( bank ) : | |
| 1 3 . Beneficiary account number (req.N) | |
| 1 4. The amount ( in numbers and words ) : | |
| 15. Accepted the amount: ( in numbers and words ) ( intended ) is mentioned of money partial acceptance for which​ no applies ) | |
| 1 6 . Currency (in words and code): | |
| 1 7. Purpose of the transaction (payment): *( contract* ) *performance guarantee​ for )* | |
| 1 8. Payment​ execution the bases: ( Name of documents , including the agreement on the penalty, their numbers, the contract the code based on which the charge is made ) | |
|  | |
| 19. Payment conditions: < accepted payment > | |
| 20. Display pages quantity: --- page | |
| 22 .a . Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22. b .​  K. T.​​ | 2 1.a.​ Payer signatures :  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1. b . K . T . |
| 2 4 . a . To the beneficiary attendant financial organization  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  / signature / | 2 3 . a . To the payer attendant financial organization  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  / signature / |
| 24. b . K . T .  2 4 . c "\_\_\_" \_\_\_ 20\_\_\_ y . | 23. b . K . T .  23. c . Execution Date : "\_\_\_ " \_\_\_ 20\_\_\_ . |

*\* Payment demand letter being filled is according to this by invitation defined « Payment demand letter mandatory prerequisites and filling " in order . "*

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| H / H | **<< Payment request >> document prerequisites** | **Noted field /**  **prerequisite existence in the document** | **Valid condition filling the requirement**  **( shopping) process back related )** | **Validity condition**  **complementary side :**  **beneficiary or payer**  **( shopping) process back related )** |
| **1** | **2** | **3** | **4** | **5** |
| 1. | Document name | mandatory | mandatory | Document on in advance filled is < Payment demand letter > |
|  | payment demand letter number | mandatory | mandatory | being filled is beneficiary by : payer to the bank payment demand letter when presenting |
|  | presentation date | mandatory | mandatory | being filled is beneficiary by : payer to the bank payment demand letter presentation the day . |
|  | Payer name , or name last name | mandatory | mandatory  being filled is it the name of the person ( payer ) whose from the account need is to be charged by demand mentioned Amount : Filling is payer first name , last name , if it physical person is or name , if it legal person is : Noted are also other data according to of necessity : Filled is payer by | being filled is payer by |
| 5. | to the payer attendant financial name of the organization ( branch ) ( payer ) the bank ) | mandatory | mandatory | being filled is payer by |
| 6. | payer account number | mandatory | mandatory  being filled is payer banking account number himself attendant financial in the organization ( branch ), from which need is to be charged by demand mentioned the amount | being filled is payer by |
| 7. | payer VAT number | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts limited in cases where payer being is registered taxpayer | being filled is payer by |
| 8. | payer PSC | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts defined in cases where payer being is physical person | being filled is payer by |
| 9. | beneficiary​ name , or name last name | mandatory | mandatory  being filled is beneficiary being person ( payment) Recipient's (name ) : To be specified are also other data according to of necessity | in advance being filled is beneficiary by invitation​ |
| 10. | beneficiary H P.S. | mandatory | no mandatory  ( shopping) back related in process no being filled ) | ( not being filled ) |
| 11. | beneficiary VAT number | mandatory | no mandatory  being filled is Armenia Republic normative legal by acts defined in cases where beneficiary being is registered taxpayer | in advance being filled is beneficiary by invitation​ |
| 12. | to the beneficiary attendant financial name of the organization ( branch ) | mandatory | mandatory | in advance being filled is beneficiary by invitation​ |
| 13. | beneficiary account number | mandatory | mandatory  being filled is beneficiary it bank ( treasury ) account the number of which on need is be transferred from the payer charged means | in advance being filled is beneficiary by invitation​ |
| 14. | amount ( in numbers) and in words ) | mandatory | mandatory  being filled is to the beneficiary payment subject the amount | being filled is payer by |
| 15. | Accepted amount ( in numbers and words ) | mandatory | no mandatory  ( intended is mentioned of money partial acceptance for which​ shopping back related no applies ) | ( not being filled and no applies ) |
| 16. | currency ( in words) and with code ) | mandatory | mandatory | being filled is payer by |
| 17. | transaction goal | mandatory | Required being filled is " contract " execution provision for " the words | in advance being filled is beneficiary by invitation​ |
| 18. | Payment execution the bases: | mandatory | mandatory  being filled is by demand mentioned of money collection and to the beneficiary payment number base being document the data which basis on beneficiary payment demand letter is present to the payer attendant to the bank being filled is demand letter presentation number base being contract the number , purchase procedure code according to the penalty agreement, | being filled is beneficiary​ by |
| 19. | Payment conditions: | mandatory | mandatory  being filled is < accepted payment > words ,  which appointment is that payer signing demand letter in advance gives is his/her agreement mentioned the amount his/her from the account to charge number | in advance being filled is beneficiary by |
| 20. | exhibition pages number | mandatory | no mandatory  being filled is to the requester adjacent presented documents pages the number of which need is be provided to the payer ( payer) to the bank )  If e to be filled is < Payment execution bases > field then this the data mandatory being filled is . | being filled is from the beneficiary's side |
| 2 1. a . | payer signature | mandatory | mandatory  this the field being filled is payer by demand letter presentation in case : In in which if Payment conditions in the field mentioned is < accepted payment > then payer​ by signing: in advance agreeing mentioned the amount his/her from the account to charge Number : Payer by electronic by the way demand letter presentation in case this in the field being put is payer electronic signature : | being signed is payer by or  being put is payer electronic signature |
| 2 1. b . | payer the seal | mandatory | mandatory :  seal availability in case when payer demand letter present is paper by the way | being sealed is payer by  paper by the way when presenting |
| 22. a .​ | beneficiary signature | mandatory | Required :  being filled is bank when presenting | being signed is beneficiary by |
| 22. b .​ | beneficiary the seal | mandatory | mandatory :  seal availability in case | being sealed is beneficiary by  paper by the way bank when presenting |
| 2 3. a .​ | to the payer attendant financial employee of the organization ( branch ) signature | mandatory | mandatory  payment demand letter to the payer attendant financial of the organization paper by the way presented​ to be full in case |  |
| 2 3. b .​ | to the payer attendant financial the seal of the organization ( branch ) | mandatory | mandatory  payment demand letter to the payer attendant financial of the organization paper by the way presented​ to be full in case |  |
| 2 3 . c | to the payer attendant financial by the organization ( branch ) execution date , hour , minute | mandatory | mandatory  to the payer attendant financial by the organization ( branch ) mandatory noted is demand letter execution date , hour , minute |  |
| 2 4. a .​ | to the beneficiary attendant financial employee of the organization ( branch ) signature | mandatory | no mandatory  being filled is payment demand letter to the beneficiary attendant financial of the organization to introduce​ in the case where employee signature being put is paper by the way presented​ demand letter on |  |
| 2 4. b .​ | profiteer attendant financial the seal of the organization ( branch ) | mandatory | no mandatory  being filled is payment demand letter the latter to introduce​ in the case where being stamped is paper by the way presented​ demand letter on |  |
| 2 4 . c | profiteer attendant financial organization date , hour , minute | mandatory | no mandatory  being filled is payment demand letter the latter to introduce​ in the case where this data entry are paper by the way presented​ demand letter on |  |

**Appendix 6**

**LM - TH - GHAPSDB -24/08 \* with code**

**EVALUATION SURVEY invitation**

**FOR STATE NEEDS PRODUCT SUPPLY**

**CONTRACT**

**N**

c . "" 20 years .

Tumanyan municipality​​ in face director's h / p E. Tarposhyan , who​​ in action is of​ statute basis on , from now on " Buyer " , a by , and \_\_\_\_\_\_\_\_\_\_\_\_\_\_- , in​ face director of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , who in action is of​ statute basis on , from now on " Seller " the other by , signed this the contract of the following about.

**1. SUBJECT MATTER OF THE CONTRACT**

1.1. The Seller undertakes is this defined by the contract ( hereinafter referred to as the contract ) in order , in volumes , within the deadlines and at the address To the buyer to supply with Annex N 1 to the contract : Technical description - purchase on schedule intended the product ( hereinafter referred to as the product ), and The buyer undertakes is accept the product and to pay its for.

**2. PARTIES RIGHTS AND DUTIES**

**2.1 The Buyer right has :**

2.1.1 The product by contract defined within the deadline Seller's by not to deliver in case refuse from the product , if supply deadlines to be violated are In 10 days more .

2.1.2 If to surrender is inappropriate quality - by contract intended technical to the description inconsistent product :

a ) to demand to compensate product inappropriate quality to be because of his/her done expenses .

b ) not accept the product is his at your discretion defining inappropriate quality the product to the contract corresponding quality with product gratuitous replacement reasonable deadline and to demand From the seller to pay according to clause 6.3 of the contract intended the penalty .

c ) refuse the contract from performing and to demand to return product number paid the amount .

2.1.3 If to surrender is by contract from the determined less quantity product , then :

a ) to demand to fill product less surrendered number ,

b ) refuse surrendered from the product and its number from paying , and if product number to be paid is , then to demand to return paid the amount and to pay according to clause 6.2 of the contract intended the penalty .

2.1.4 If to surrender is type condition in violation product , thing by choice :

a ) accept type regarding on condition corresponding the product and refuse the rest from products .

b ) refuse surrendered all from goods and to demand to pay according to clause 6.2 of the contract intended the penalty .

c ) to demand type regarding on condition inconsistent product gratuitous replacement by contract intended type appropriate with the product .

2.1.5 Seller by supply deadlines violation in case his/her at your discretion to define product supply new deadline and to demand From the seller to pay according to clause 6.2 of the contract intended the penalty.

2.1.6 From the seller to demand to compensate the damages if The buyer Seller's by obligation to violate as a result contract from the solution after reasonable within the deadline other from a person more high , but reasonable at a price buy is product under contract intended instead of by contract defined and its instead of sealed transaction prices between difference as much as also the product other from a person hand to bring number his/her done all necessary and reasonable expenses .

2.1.7 One-sided solve contract ( full) or partial ), if The seller substantially to violate is the contract .

2.1.7.1 Seller by the contract violation essential is considered if :​

a ) supplied is inappropriate quality product which no can to be replaced Buyer's number acceptable within the deadline .

b ) product supply deadlines to be violated are 10 from the day more ,

2.1.8 Browse the product and found shortcomings about immediately inform To the seller.

**2.2 The Buyer obliged is :**

2.2.1 Execute to the contract appropriate supplied product acceptance providing all necessary actions .

2.2.2 Seller handed over from the product to the contract appropriate to refuse in case , to provide that product responsible protection and its about immediately inform To the seller :

2.2.3 By contract intended in order and within the deadlines supplied the product to accept in case To the seller to pay the latter payment subject the money , and payment deadline violation in case also according to clause 6.5 of the contract intended the penalty.

2.2.4 Product quantity , variety , quality about contract conditions to violate about To the seller notify the defect from discovering after immediately or it from something then reasonable​ within the period when contract appropriate condition violation need is found would be based on product from nature and from the meaning.

2.2.5 Clause 2.3.3 of the Agreement according to contract from the solution after To the seller to compensate the latter caused and defined in order justified the damages.

**2.3 The Seller right has :**

2.3.1 From the Buyer to demand to accept by contract intended in order , in volumes , within the deadlines and at the address supplied the product .

2.3.2 From the Buyer to demand to pay by contract intended in order , in volumes , within the deadlines and at the address supplied and Buyer's by accepted product number himself payment subject the money .

2.3.3 One-sided solve contract ( full) or partial ), if The buyer substantially to violate is the contract .

2.3.3.1 Buyer by the contract violation essential is considered if​ many times to be violated are product number to pay deadlines.

2.3.4 Buyer by agreement early to supply the product.

**2.4 The Seller obliged is :**

2.4.1 To the Buyer to hand over the product is under contract intended in order , in volumes , within the deadlines and at the address :

2.4.2 Ensure product supply clause 2.1.2 of the contract b ) sub-clause and ( or ) point 2.1.5 according to the Buyer by defined within the deadlines .

2.4.3 To the Buyer to hand over third persons from rights free product​

2.4.4 To the Buyer to hand over by contract intended quality and quantity product under contract intended within the deadlines and at the address , and Buyer's on demand to provide product quality certifying : RA by law defined documents.

2.4.5 Terry supply weak to give in case , by contract intended in order , fill in defective the one supplied.

2.4.6 Back to carry Buyer's by clause 2.2.2 of the contract relevant : responsible conservation accepted the product or reasonable within the deadline to manage that , as also to compensate the product responsible conservation to accept , it to realize or To the seller to return back related necessary expenses.

2.4.7 By contract intended in cases to pay under clauses 6.2 and 6.3 of the contract intended the penalty and the fine.

2.4.8 To the Buyer to hand over product belongings and appropriate the documents.

2.4.9 Clause 2.1.7 of the Agreement according to contract from the solution after To the buyer to compensate the latter caused and defined in order justified the damages.

2.4.10 Contract provision presented person obliged is provisions action during liquidation or bankruptcy process to start in case its about in advance written inform To the buyer.

**3. CONTRACT PRICE AND PAYMENT THE ORDER**

3.1 Contract price to make is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RA drams , including VAT : 18 29 [[9]](#footnote-9)Contract​​ price inclusion is contract performance to ensure for the purpose Seller's by to be done all the fees ( expenses ), that including taxes , duties , transportation , insurance​ expenses , bonuses and expected profit.

Product supply price stable is and The seller right does not have to demand to add , and The buyer to reduce that the price.

3.3 The Buyer himself supplied product in front of payment is Armenia in dollars non - cash: monetary means Seller's computational on account to transfer through. Monetary means the transfer happening is delivery - acceptance protocol basis on the contract payment Scheduled ( Appendix N 2 ) months , but no later than​ until data of the year December 31st .​

Total in which payment to perform for the purpose delivery - acceptance the protocol to be signed from the day after 3 working days day during the buyer payment the assignment and delivery - acceptance protocol copy input is authorized body treasury system , and defined order according to presented documents basis on authorized body data payment performance is delivery - acceptance the protocol treasury system entered to be in case: this contract payment on schedule defined within the time limits , five working day during 19.1 :

**4. PRODUCT QUALITY AND THE GUARANTEE**

4.1 The Seller guarantee is supplied product quality compliance state standard requirements.

4.2 Basic remedy being of goods number warranty deadline is defined Buyer's by the product to be admitted on the day subsequent from the day calculated 365 calendar day : If warranty deadline during in application are came supplied product shortcomings , then The seller obliged is his/her at the expense of the Buyer by defined reasonable within the deadline to eliminate disadvantages : 20 31[[10]](#footnote-10)

**5. PRODUCT THE TRANSFER AND ADMISSION**

5.1 Provided the product accepted is Buyer's and Seller's between delivery - acceptance protocol with signature : The product To the buyer to hand over the fact fixed is Buyer's and Seller's between bilateral approved with the document: noting document compilation date :

Until by contract product supply number intended the day including The seller To the buyer is provision his/her by signed : the product To the buyer to hand over the fact fixing document ( Appendix N 3.1), and electronic armeps procurement system through ( action) implementation the manual installed at www.procurement.am​ current website « Electronic shopping » in the section ) also delivery - acceptance protocol ( Appendix N 3): In in which The seller delivery - acceptance the protocol no sealing , confirmation is electronic with signature , filling in only it the columns that refers to are his/her to the data ( filling) order installed at www.procurement.am​ current website " Legislation " department " Finance " minister commands » subsection ).

5.2 If supplied the product correspond is contract to the terms , the Buyer in clause 5.1 of the contract mentioned documents to receive on the day subsequent working from the day calculated 5 working day during signing and To the seller is provision his/her by signed delivery - acceptance the protocol and its signing number base held positive the conclusion .

5.3 If supplied the product or its one part no correspond contract conditions , then The buyer no signing delivery - acceptance the protocol and in clause 5.2 of the contract mentioned within the deadline electronic armeps procurement system through To the seller back is return delivery - acceptance the protocol and its non-signature number base held negative Conclusion : This point application in case The buyer undertaking is similar situation number by contract intended means and Seller's towards application is by contract intended responsibility resources.

5.4 If according to clause 5.2 of the contract defined within the deadline The buyer no acceptance supplied the product or no rejection its acceptance , then supplied the product considered is accepted and according to clause 5.2 of the contract defined­​ on the deadline subsequent working the day The buyer electronic shopping system through To the seller is provision his/her by signed delivery - acceptance the inscription ­.

**6. PARTIES RESPONSIBILITY**

6.1 The Seller responsibility is carry handed over product quality and by contract intended supply deadlines maintenance for.

6.2 Seller by by contract intended product supply deadlines violation in case From the seller each late working day number charged is penalty for supply subject , but not supplied product price 0.05 ( zero) whole five hundredths ( percent ) in size.

6.3 In clause 1.1 of the Agreement mentioned technical to the description inconsistent product to supply each in case From the seller charged is penalty for contract price 0.5 ( zero) whole five decimal ) percent in size : 21 [[11]](#footnote-11)Total in which the fine calculated is also . product supply this by contract defined within the deadline to do , but customer's by not to be accepted in case .

6.4 Pursuant to clauses 6.2 and 6.3 of the Agreement intended the penalty and the fine calculated and being offset are To the seller payment subject of money with.

6.5 Buyer by according to clause 3.3 of the contract intended deadline violation number Buyer's towards each late working day number calculated is penalty for payment subject , but unpaid sum 0.05 ( zero) whole five hundredths ( percent ) in size.

6.6 By contract unforeseen in cases the sides their obligations to fail to comply or no proper to perform number responsibility are carry Armenia by law defined in order.

6.7 Penalties and ( or ) fine payment To the parties no release their contractual obligations full from doing.

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

By contract obligations completely or partially to fail to comply number the sides getting rid of are from liability if that been is insurmountable strength impact as a result of which to arise is this the contract from sealing then , and which sides were not can to predict or to prevent. Such situations are earthquake , flood , fire , war , military and emergency situation declaring , political unrest , strikes , communication means work termination , state bodies acts and etc. , which impossible are makes this by contract obligations performance. If emergency strength influence continues in 3 ( three ) months more then​ from the sides each one right has solve the contract is that about in advance aware holding the other to the side.

**8. OTHER CONDITIONS**

8.1 The Agreement strength in is enter Parties signing from the moment and in action is until parties by contract undertaken obligations alive in volume performance.

By contract intended parties rights and responsibilities execution condition is being the contract Armenia finance ministry by registered to be circumstance : 22 33[[12]](#footnote-12)

8.2 From the Agreement originated from : side payment obligation no can to stop other from the contract originated from : opposite obligation with or without parties written and with a seal approved agreement. From the contract born demand the right no can to be transferred other person , without debtor side written agreement.

8.3 It in case when by law intended in order law requirements execution towards control or control or complaints examination as a result being recorded is that​ the contract to seal for the purpose organized purchase in the process , until contract Sealing , Seller presented is fake documents ( information) and data ), or the latter chosen participant to recognize about decision no correspond Armenia Republic legislation , then that the foundations in application upon arrival after The buyer unilaterally solution is the contract , if recorded violations until contract sealing famous to be in case shopping about Armenia Republic legislation according to base would be celebrated the contract not to seal for. Total in which , the Buyer no carry contract one-sided solution as a result Seller's number emerging damages or open abandoned of benefit the risk , and the latter obliged is Armenia Republic by law defined in order compensate his/her by mistake Buyer's worn the damages it in volume , which in part the contract to be solved is.

8.4 Contract back related the arguments subject are examination Armenia Republic in the courts.

8.5 Contract changes and additions can are done only Parties mutual by agreement - agreement to seal through which​ will be contract inseparable part.

Prohibited is in the contract , and if contract price factorial is , then also that to the contract adjacent subsequent each in the years sealed agreement to do such changes that​ leads to are purchased product volumes or hand brought product unit price or contract price artificial change.

Contract from the sides independent factors with influence contract change each case definition is Armenia Republic The government.

8.6 If the contract carried out by is agency contract to seal through .

1) The seller responsibility is carry agent obligations non-compliance or no proper execution for .

2) contract execution during agent change in case Seller​​ written informs is To the buyer: providing agency contract copy and its side being person data: the change to be done from the day five working day during : 23[[13]](#footnote-13)

8.7 If the contract implemented is jointly operating ( consortium ) agreement to seal through , then that contract participants carry are jointly and co-responsible Responsibility :​ in which , the consortium member from the consortium out to come in case the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility resources : 2 4[[14]](#footnote-14)

8. 8​ A pr ank handshake​​​ deadline can is to extend until by contract that deadline completion : Seller's suggestion availability in case , on condition that Buyer 's near no disappeared product use the requirement , and Seller's the proposal presented is no later than​ by contract in from the beginning supply number defined deadline upon expiration at least 5 calendar days day before : In in which this with a dot defined in case live​ delivery​ deadline can is to extend one times up to 30 calendar days per day , but no more than by contract defined deadline is .

8.9 Contract proper execution under the conditions parties ( Seller) or Buyer ) benefits ( savings ) or worn damages data side the benefit or worn the damage are.

Contract parties : third persons towards obligations: including contract execution in the frame Seller's sealed other transactions and from them arising obligations , out are contract regulation from the field and are not can to influence contract execution the result to accept on it. That transactions and from them arising obligations execution back related relationships being regulated are that transactions back related relationships regulator with norms , and their number responsible is The seller.

8.10 The Agreement no can to change parties obligations­​­​ partial non-compliance as a result or completely to be solved parties mutual by agreement except for Armenia Republic by law defined in order product supply number necessary financial allocations reduction of cases : Total in which , the contract obligations of the parties partial non-compliance or completely solution parties mutual agreement necessary is hand to bring before Armenia Republic by law defined in order product supply number necessary financial allocations reduction .

8.11 Seller by undertaken obligations to fail to ­perform or no proper to perform based on the contract completely or partial one-sided to solve about the notification The buyer publication at www.procurement.am​ current internet website « Contracts one-sided to solve about notifications » in the section by indicating publication Date : Seller , contract one-sided to solve regarding , considered is proper notified : the notification , this with a dot defined to be published subsequent from the date : Contract completely or partial one-sided to solve about the notification newsletter to be published the day The buyer it being sent is also Seller's electronic to the email : 8.12 of the Agreement on the occasion born the arguments dissolving are negotiations through. Consent hand not to bring in case the arguments dissolving are judicial in order.

8.13 The Agreement composed is from \_\_\_\_ page , is sealed is two from the example , which have equal legal strength , each to the side given is one by one for example. Annexes N 1, N 2, N 3 and N 3.1 to the Agreement shall be deemed are contract inseparable part.

8.14 Contract back related relationships towards applied is Armenia Republic the right.

8.15 By contract intended of goods supply implemented is that for the purpose financial means availability and its basis on parties between appropriate agreement sealing via : Contract dissolving is , if it to seal on the day subsequent six of the month during that for the purpose contract execution number financial resources are not planned : Total in which each next the agreement to seal number financial means planning number this with a dot given six months old period calculation begins previous by agreement defined product supply result alive in volume customer's by to be admitted from the date : If contract execution number allocated financial means size exceed is shopping basic unit twenty-five times , then Buyer's by agreement will be sealed if Seller's by punishment in the form of presented qualification and contract provisions being replaced are with guarantee or cash with money - account taking Armenia government's 2017 budget May 4th , N 526- N Annex 32 of Decision No. 1 point 1​ sub-item " g " and 17th​ sub-item " b " paragraphs Requirements :​ in which , the Seller the agreement sealing , and punishment in the form of presented qualification and contract provisions replacement in case also new the safe ones To the buyer present is agreement to seal the notification to receive from the day fifteen working day during. Opposite in case the contract Buyer's by unilaterally dissolving is : 25[[15]](#footnote-15)

**9. Parties addresses , banking prerequisites and signatures**

|  |  |  |
| --- | --- | --- |
| **BUYER**  -------------------------------------  / signature /  K. T.​ |  | **SELLER**  -------------------------------------  / signature /  K. T.​ |

*Of necessity in case contract can are to be included Armenia legislation non-contradictory provisions.*

*Appendix No. 1*

*" " 20 years old . sealed*

*with code contract*

TECHNICAL CHARACTERISTICS - PURCHASE SCHEDULE \*

The procurement procedure is organized on the basis of Part 6 of Article 15 of the RA Law "On Procurement", payment will be made after the agreement signed between the parties, if financial resources are provided.

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product | | | | | | | | | | | |
| by invitation intended portion number | shopping according to plan intended through code according to GMA classification (CPV) | name | commodity the mark , the brand name , model and manufacturer name \*\* | technical description | measurement the unit | unit price / RA money | general price / RA money | general number | supply | | |
| address n | subject number | Deadline \*\*\* |
|  | 18531100/1 | Gifts and rewards |  | The gift must be in the form of a card /gift card/. The outer material is plastic, dimensions: 8.5\*5.5cm, packaged in an appropriate envelope. The appropriate value is printed on the card. The color of the card and envelope is at the participant's choice.  5000 AMD in value; The store issuing the gift card must have a gift, souvenir. The store must be located at least 30 km from the Tumanyan community. | piece | 5000 | 1035000 | 207 | Q.​ Tumanyan | 207 | Contract from sealing after within 20 days |
|  | 18531100/2 | Gifts and rewards |  | The gift must be in the form of a card /gift card/. The outer material is plastic, dimensions: 8.5\*5.5cm, packaged in an appropriate envelope. The appropriate value is printed on the card. The color of the card and envelope is at the participant's choice.  Worth 10,000 AMD; The store issuing the gift card must have a gift, souvenir. The store must be located at least 30 km from the Tumanyan community. | piece | 10000 | 490000 | 49 | Q.​ Tumanyan | 49 | Contract from sealing after within 20 days |
|  | 18531100/2 | Gifts and rewards |  | The gift must be in the form of a card /gift card/. The outer material is plastic, dimensions: 8.5\*5.5cm, packaged in an appropriate envelope. The appropriate value is printed on the card. The color of the card and envelope is at the participant's choice.  Worth 20,000 AMD; The store issuing the gift card must have a gift, souvenir. The store must be located at least 30 km from the Tumanyan community. | piece | 20000 | 440000 | 22 | Q.​ Tumanyan | 22 | Contract from sealing after within 20 days |

|  |  |  |
| --- | --- | --- |
| **BUYER**  Armenia Lori province  Tumanyan municipality  Tumanyan city , Central​  street 1 building  Armenia FN Operational department  H / H 900262123034  VAT number 06963464  Community leader Suren Tumanyan  ( signature )  K. T.​​  **­­­­­­­­­­­­­­** |  | **SELLER**  -------------------------------------  / signature /  K. T.​ |



*Appendix No. 2*

*" " 20 years old . sealed*

*with code contract*

The procurement procedure is organized on the basis of Part 6 of Article 15 of the RA Law "On Procurement", payment will be made after the agreement signed between the parties, if financial resources are provided.

PAYMENT SCHEDULE \*

Armenian dram

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product | | | | | | | | | | | | | | | |
| by invitation intended portion number | The intermediate code provided for in the procurement plan according to the CPV classification | name | in front of payments planned is to be implemented in 2025 according to months , that including \*\* | | | | | | | | | | | | |
|  |  |  | January | February | March | April | May | June | July | August | September | October | November | December | Total |
| 1 | 18531100/1 | Gifts and rewards | ... % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |
| 2 | 18531100/2 | Gifts and rewards | ... % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |
| 3 | 18531100/3 | Gifts and rewards | ... % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |

|  |  |  |
| --- | --- | --- |
| **BUYER**  -------------------------------------  / signature /  K. T.​ |  | **SELLER**  -------------------------------------  / signature /  K. T.​ |

*Appendix No. 3*

*" " 20 years old . sealed*

*with code contract*

|  |  |
| --- | --- |
| Contracting Party  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N**

**CONTRACTUAL FUNDING PERFORMANCE RESULTS**

**TRANSFER - ACCEPTANCE**

" " " "20 years .

Title of the Agreement / hereinafter referred to as the Agreement / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The date of signing the contract is "\_\_\_\_" "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" 20 .

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

The Client and the Contracting Party are the basis accepting the contract execution regarding " » " » 20 years out​ written Account N \_\_\_ the invoice was drawn up this the protocol of the following about .

Within the framework of the contract side supplied the following products:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N | Supplied goods | | | | | | | |
| name | technical description briefly the essay | quantitative indicator | | execution deadline | | Payment subject amount / thousand dram / | Payment deadline / according to payment schedule / |
| according to by contract approved purchase schedule | actually | according to by contract approved purchase schedule | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 This Protocol of bilateral approval number base invoice and positive the conclusion being are this protocol component part and attached are .

|  |  |
| --- | --- |
| The product handed over | The product accepted |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name , first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name , first name |
| K. T.​​ | K. T.​​ |

*Appendix 3.1*

*" " 20 years old . sealed*

*with code contract*

ACT N

The result of the contract is to record the fact of handing over the goods to the buyer.

Hereby It is recorded that ( hereinafter referred to as the Buyer ) and

Buyer's name Seller's name

( hereinafter referred to as the Seller ) between 20​ sealed N

contract sealing date contract number

contract within The seller is 20 years old . delivery - acceptance for the purpose To the buyer handed over below mentioned the products .

|  |  |  |
| --- | --- | --- |
| Product | | |
| name | measurement the unit | quantity ( actual ) |
|  |  |  |
|  |  |  |

This the act composed is 2 copies , each to the side provided is one by one example :

THE SIDES

|  |  |
| --- | --- |
| **Handed over** | **Accepted** |

the application designed representative :

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