*Appendix N6*

*RA Minister of Finance, March 24, 2025*

*Order No. 110-A*

*Exemplary form*

ANNOUNCEMENT

**EVALUATION QUESTION MAN ABOUT** [[1]](#footnote-1)

This text of the announcement has been approved by the evaluation committee.

By Resolution No. 1 of July 8 , 2025

Procedure code : **LM - TH - GHKHSDB -25/21**

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

As a result of this procedure, the selected participant will be offered to sign a contract **for the provision of consulting services for the preparation of design and estimate documents for the construction of a football field and fence in the city of Tumanyan, Tumanyan community** (hereinafter referred to as the contract).

« Shopping about » Armenia 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 Shopping about Armenia 44th of the law Article 1​ point 2​ sub-item basis on: no price minimum to the conditions corresponding evaluated and lowest price proposed*** ***participant preference to give on principle.***

***No price the words​ unsatisfactory applications subject are rejection .***

This procedure towards applied are Trade global organization state shopping agreement the provisions .

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 **July 15, 2025 at 4:00 PM.** Applications , from Armenian except , can are presented also English or Russian :

Applications the opening place will have electronic in the form of : electronic Armeps procurement system via , **on July 15, 2025 at 4:00 PM.**

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

This announcement back related additional information to receive number can you apply evaluator commission secretary Pearl To Chatinyan :

Phone **093628881**

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

Client **Tumanyan Community Municipality, Lori Region, RA**

***Tumanyan municipality***

H R A V E R

**REQUEST FOR EVALUATION FOR THE PROCUREMENT OF CONSULTANCY SERVICES FOR THE PREPARATION OF BUDGETARY DOCUMENTS FOR THE CONSTRUCTION OF A FOOTBALL FIELD AND A PLAYGROUND IN THE TUMANI CITY OF TUMANI COMMUNITY**

*Dear participant before application making and presenting please we are in detail to study this the invitation , because that at the invitation inconsistent applications subject are rejection .*

*If You registered you don't electronic shopping in the system , but desire do you have participate this to the procedure , then application to present number necessary is self-register in the Armeps system (* [*www.armeps.am*](http://www.armeps.am) *): In the system to register conditions defined are* [*www.procurement.am*](http://www.procurement.am) *at the address current shopping official In the " Legislation " section of the newsletter , in the " Guidelines , Manuals " subsection installed* [*Armeps electronic shopping system user " Economic" " operator*](http://gnumner.am/website/images/original/e97e36cf.docx) *'s* [*" guide*](http://gnumner.am/website/images/original/e97e36cf.docx) *.*

*The guide available is following with reference to:* <http://gnumner.am/hy/page/ughecuycner_dzernarkner/>*:*

*At the same time:*

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

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

*- If you have any questions or problems related to the system, you can contact the customer, as well as the Ministry of Finance of the Republic of Armenia (hereinafter referred to as the authorized body): Yerevan, Melik-Adamyan str. 1 at (phone: (+37411) 800-600 (111)).*

*Coordination registration , how also application to present free of charge is .*

**CONTENT**

**REQUEST FOR EVALUATION FOR THE PROCUREMENT OF CONSULTANCY SERVICES FOR THE PREPARATION OF BUDGETARY DOCUMENTS FOR THE CONSTRUCTION OF A FOOTBALL FIELD AND A PLAYGROUND IN THE TUMANI CITY OF TUMANI COMMUNITY**

**PART I.**

1. Purchase subject characteristic of the thing

2. Participant participation right requirements , qualification the criteria and their evaluation order

3. Invitation clarification and invitation change to perform there was a

4. The application to present there was a

5. Application c nani the offer

6. Application of work deadline , in applications change to perform and them back to take there was a

7.

8. The Jews opening , evaluation and results summary

9. Contract​​ sealing

10. Contract​​ provision

11. Current affairs​ failed announcement

12. Purchase in the process of back related the activities and ( or ) accepted decisions to appeal participant the right and there was a

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

1. General provisions

2. Current affairs​ the application

3. Appendices 1-6

This the invitation provided is in addition **LM - TH - GHKHSDB -25/21** with cover letter being held quotation of the request ( hereinafter referred to as the " procedural statement " ) .

This the invitation to be formed is purchases​ about Armenia legislation , that including : " Purchases" about » RA Law ( hereinafter referred to as the Law ), RA Government Decree No. 526-N of May 4 , 2017 by decision approved " Purchases" in the process of Organization " Car " ( hereinafter referred to as " Car " ), RA government's 2017 budget April 6th , N 386- N by decision approved " Electronic in the form of shopping order of execution and other legal acts to the requirements appropriate and goal has **LM - TH - GHKHSDB -25/21** - of ( hereinafter referred to as the Client ) by announced current price​ to participate intention having to inform persons ( hereinafter referred to as participants ) current​​ conditions : c like subject , current affairs​ holding , selected participant to decide and his/her back conditional​​ to seal about , how also to assist current​​ the application while preparing .

Applications can are submit registered in the system all individuals , independent their foreign​ physical person , organization , citizenship having none person to be from the bottom of the mountain .

Coordination as m ass to register for the purpose person entrance is operates at www.armeps.am current internet website and complements appropriate required the information from which after registration to confirm for the purpose electronic mail through received number and ( or ) letters the combination input is Number : Specified​ the information right to ­log ­in­​ after person considered is coordination​ registered participant in what about automatic by the way receives is Notice : Participant registration automatic by the way considered is canceled if​ coordination​ to register from the day counted 30 calendar days day during the latter entrance no in action computer​ or entrance is works , but system no input information : This in case implemented is registration new process .

This current​​ back related relationships towards applied is Armenia Republic the right . This current​​ back related the arguments subject are examination Armenia Republic in the courts .

The email address of the secretary of the evaluation committee is: **margarita.chatinyan@yandex.com**

PART I

1. **DESCRIPTION OF THE PURCHASE ITEM**

**1.1 The subject of the procurement is the acquisition of consulting services for the preparation of design and estimate documents for the construction of a football field and fence in the city of Tumanyan, Tumanyan community (hereinafter also referred to as the service), which are grouped in 1 lot:**

|  |  |  |
| --- | --- | --- |
| ***Part numbers*** | | ***Dimension name*** |
| ***numbers*** | ***purchase price*** |
| 1 | 300,000 | **services for the preparation of design and estimate documents for the construction of a football field and fence in Tumanyan city, Tumanyan community** |

|  |
| --- |
| **LICENSE** |
| **Armenia Government Decree No. 2106-N of November 30 , 2023 decision basis on " Urban Planning " documents composed of: except constructional and architectural parts » 2nd or 3rd class license** |
| **LICENSE INPUTS** |

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

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

2.1 To participate in this procedure 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 has been eliminated .

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 .

Moreover, if the participant is included in the lists provided for in subparagraphs 5 and 6 of this clause after the date of submission of the application, then his/her application is not subject to 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 bid or contract security within the period specified in the invitation and (or) the contract;
* has refused or been deprived of the right to conclude a contract as a selected participant.

2.2 To assess the right to participate, the participant must submit with the application a copy of this document, approved by him/her. invitation part 2 2. 1 with a dot intended written statement: Except 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​ Who was there ? ( consortium ) purchases​ in the process of participation of cases .

119th in the order point in the sense of:

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

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

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

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

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

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

3) Participants who are not individuals are considered to be affiliated if:

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

b. a participant (shareholder) and (or) participants (shareholders) or their family members (if the participant is an individual) who own more than ten percent of the voting shares of one of them or have the ability to predetermine its decisions in another manner not prohibited by law have the right to directly or indirectly own (including on the basis of purchase and sale, trust management, joint activity agreements, assignment or other transactions) more than ten percent of the voting shares of the other or have the ability to predetermine its decisions in another manner not prohibited by the legislation of the Republic of Armenia.

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

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

For the purposes of this paragraph, family members are considered to be father, mother, husband, husband's parents, grandmother, grandfather, sister, brother, children, grandchildren, and the spouse and children of a sister or brother.

2.4[[2]](#footnote-2) Participant need is to have to be sealed by contract intended obligations execution number required :

1 ) professional experience ,

2 ) working resources

2.4.1 Presented to the Participant :[[3]](#footnote-3)

1) << Professional experience >> qualification criteria are defined and assessed is following in order :

|  |  |  |  |
| --- | --- | --- | --- |
| N | Conditions for presenting the experience | Required documents and conditions for their submission | Similarity |
| 1 | The participant must submit the application . to present of the year and to it preceding three of the year during proper in the form of have carried out at least similar one contract : Previously done the contract ( or contracts ) are evaluated is ( or being evaluated are ) similar , if the volume of services provided within its (their) framework (or the total volume), in monetary terms, is not less than ­the price offer submitted by the participant within the framework of this procedure. Moreover, the volume of services provided within the framework of at least one contract, in monetary terms, must not be less than fifty percent of the price offer submitted by the participant within the framework of this procedure. | The participant must submit copies of the previously executed contract, agreement, and document certifying its proper implementation. | For the purposes of this procedure, previously concluded contracts for the provision of design documentation development services are considered similar. |

The participant's qualification for this criterion is assessed as satisfactory if the latter ensures: is the conditions and requirements provided for in this sub-clause .

2. << Work resources >> qualification the criterion defined and being evaluated is following in order :

a ) The staff must include at least **1 relevant specialist** with at least 3 years of professional work experience.

b ) the participant shall submit, as a document substantiating the qualification criteria, data on the staff proposed for the performance of the contract in the following form:

contract​ execution number The following labor resources are required:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Basic on staff included specialists | | | | |
| first name , last name | qualification | working experience | | employer name |
| the hour -long section | activity the field and done work |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |
|  |  |  |  |  |

To substantiate the availability of labor resources, the Participant shall submit ­written agreements confirmed by the specialists included in the proposed staff on their involvement in the work to be carried out, as well as copies of the specialists' passports and documents certifying their qualifications (diploma, certificate, attestation, etc.), which shall also be required at the stage of concluding the contract.

Participant qualification this standard on the line being evaluated is enough if​ the latter provision is by this sub-clause the conditions provided and requirements :

2.5 The contract to be concluded within the framework of this procedure can be done agency contract to seal through. Agency contract side no can to be this procedure ( 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 . Moreover, 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 .

**IN THE EVENT OF FAILURE TO MEET THE CONDITIONS AND REQUIREMENTS PROVIDED FOR IN PARAGRAPH 2.4.1 OF THE PARTICIPANT QUALIFICATION IN LINE WITH ANY CRITERIA, THE PARTICIPANT'S APPLICATION WILL BE CONSIDERED UNSATISFIED AND REJECTED, INCLUDING THE PARTICIPANT FROM THE PROCUREMENT PROCESS. PROCESS TO PARTICIPATE RIGHT NOT HAVING PARTICIPANTS ON THE LIST .**

**3. INVITATION​ EXPLANATION AND INVITATION CHANGE TO PERFORM THE ORDER [[4]](#footnote-4)**

3.1 Section 29 of the Law article according to the verb 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 m assani clarification provision is system via : request to receive on the day subsequent two calendar day during .

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 m Assange 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 . 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 in the newsletter .

3.5 Everyone has the right, before the deadline for making changes to the invitation, to submit justifications to the secretary of the evaluation committee via e-mail regarding the characteristics of the procurement subject specified in the invitation, the requirements for ensuring competition and excluding discrimination stipulated by law, without specifying their name and surname. If the submitted justifications are considered acceptable, the evaluation committee shall make changes to the invitation in accordance with them within the specified period.

3.6 Invitation changes to be done in case applications to present deadline counting is that changes about systematization and reporting announcement publication since the day . That in case participants obliged are to extend their presented application validity period of the guarantee or to present application new providing .[[5]](#footnote-5)

**4. THE APPLICATION TO PRESENT THE ORDER**

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

Participant can is application to present how each portion , so email one how many or all portions for [[6]](#footnote-6).

The application is submitted before the deadline specified in this invitation.

The procedure for preparing a request for quotation is described in Part 2 of this invitation: Instructions for preparing requests for quotations.

4.2 Applications for the procedure must be submitted through the system no later than 16:00 on July 15, 2025, from the date of publication of the announcement and invitation for this procedure in the system. Applications submitted after the deadline for submitting applications will not be accepted by the system.

4.3 The participant submits with the application:

1) an application-declaration, approved by him/her, provided for in point 2.1 of part 2 of this invitation, indicating the e-mail address, taxpayer registration number, business address and telephone number , which includes:

of the compliance of the data of the applicant and his/her affiliated persons with the requirements for the right to participate set forth in this invitation ;­

b) documents provided for in this invitation substantiating its compliance with the qualification criteria;

c) a statement on the absence of unfair competition, abuse of dominant position and anti-competitive agreements within the framework of this procedure;

d) a statement on the absence of simultaneous participation in this procedure of persons affiliated with him and (or) of organizations founded by him or in which he owns more than fifty percent of the shares (stocks);

e) a declaration on the beneficial owners in accordance with Appendix 1. A declaration is not submitted if the participant is an individual entrepreneur or a natural person. Moreover, if the participant is declared a selected participant, the declaration provided for in this paragraph, which is automatically published in the system after the opening of bids, is also published in the bulletin simultaneously with the announcement of the decision to conclude the contract.[[7]](#footnote-7)

2) a price offer approved by him/her;

3)

4) a copy of the agency contract and the details of the person party to it, if the contract to be concluded will be implemented through an agency.

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

Moreover, in case of participation in this procedure in a joint venture (consortium):

* None of the parties to the joint activity agreement may submit a separate application to this procedure (for the same portion). In case of non-compliance with the requirement of this paragraph, both the applications submitted in the joint activity procedure and separately shall be rejected at the bid opening session.
* If the joint activity agreement stipulates that the general affairs of the participants are conducted by a separate participant in the joint activity agreement, then the application is submitted, and in the event of the conclusion of the agreement, payments are made to that participant. In the event that the joint activity agreement stipulates that when conducting general affairs, each participant has the right to act on behalf of all participants, then in the event of the conclusion of the agreement, payments are made to the participant who submitted the application.

**5. APPLY PRICE THE OFFER**

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

5. 2 The participant shall submit the price offer in the form of a calculation consisting of the total components of the price (the sum of the cost price and the expected profit) and value added tax. The calculation of the price components, gaps or other details are not required and shall be submitted. If the participant is required to pay value added tax to the state budget of the Republic of Armenia for the given transaction, then present​ price The proposal provides for a separate line indicating the amount to be paid for that type of tax. In addition:

a ) Evaluation of the price offers of the bidders and the comparison is carried out without calculating the tax amount specified in this point .

b)

A participant's application shall not be subject to rejection if:

a. The price offer value and value added tax columns are filled in only with numbers, and the total price column is filled in with both letters and numbers or only with letters.

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

c. The quantity number is incorrectly indicated in the price offer, but the name of the procurement item is correctly filled in.

d. The amounts indicated in letters or numbers in the columns "price offer value, value added tax and total amount" are rounded down to five decimal places, and five decimal places and more are rounded up to the whole number.

e. the amounts in the columns for the price offer value and value-added tax are filled in both numbers and letters, and they correspond to each other, and the amount indicated in letters in the total price column contains unnecessary words, resulting in a non-existent number. Moreover, in the case specified in this paragraph, the evaluation committee shall take the sum of the amounts indicated in letters in the columns for the value and value-added tax as a basis for evaluating the application.

f. The amounts in the columns of the price offer filled in with letters are indicated in numbers.

5. 3 If the price of the contract to be concluded is stable, then the price offer is submitted in a single number - the total price offered for the performance of the contract and is mandatory filled in the system without ­calculating the amount of value added tax to be paid to the state budget of the Republic of Armenia . Moreover, the participant cannot be required to submit justifications for the price offer or any other type of information or documents, as well as the amount of the participant's profit cannot be limited by the invitation.

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

**AND THEM BACK TO TAKE THE ORDER**

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

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

**8. OPENING , EVALUATION AND**

**SUMMARY OF RESULTS**

8.1 Applications the opening will be done system through this​ procedure the announcement and the invitation in the system to be published from the day calculated July 15 , 2025 , at 4:00 PM.

Applications opening and evaluation in session commission the chairman ( the session) the chairman ( of the meeting ) announce is opened and announces the procurement ­procedure specified in this procedure in the frame purchase of services to be purchased price: one in number expressed as​ also Price offers of the participants who submitted bids, expressed in a single number, based on what was written in letters .

The functions of the opening members of the commission in the system ­are graded. The grading is determined by the chairman of the commission. The 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 through the system sent to participants' e-mails .

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 ten to 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 . Moreover , at the opening and evaluation session of the applications, the committee rejects those applications in which absent are price proposals and/or application support or they are presented are invitation to the requirements inappropriate , except for the case specified in point 8.9 of part 1 of this invitation.

8.3 Selected and of participants not recognized as such 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 m assani preference to give on principle. Total in which the commission by chosen and such unrecognized to the participants when deciding price evaluation and comparison of proposals implemented is without this in point 5.2 of part 1 of the invitation mentioned floor of money calculation , and basis for evaluating applications is acceptance of regulations 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 - set by the Central Bank at the exchange rate.

8. 6 H Committee invitation requirements towards sufficient evaluated applications presented m from the same people decision and announce is chosen and such unrecognized participants . Recommended minimum prices equality in case

a . selected and such an unknown to the likes of to decide for the purpose commission in session of peers who submitted equal prices back behave are simultaneous negotiations , if at the meeting present are those members ( respectively ) authority having representatives ),

b . opposite in case commission the session suspended is , and one working day during commission the secretary presenting equal prices to the participants system via , not by automatic notification, simultaneously notification is prices reduction around simultaneous negotiations driving conditions, duration, of the day , of the 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 the 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. At the end of the deadline for negotiations, the selected and non-selected participants are determined and announced based on the prices submitted by the participants present. If, as a result of the negotiations, the prices submitted by the participants remain equal, the procurement procedure is declared invalid based on Article 37, Part 1, Clause 1 of the Law.

8.7 If the prices of the participants who submitted applications that are evaluated as satisfactory in relation to the requirements of the invitation exceed the purchase price, the evaluation committee may declare the participant who submitted the lowest price offer the selected participant, provided that the rights and obligations of the parties stipulated in the contract concluded with the latter shall come into force in the event that additional financial resources are envisaged in an amount exceeding the purchase price and an agreement is concluded between the parties on this basis. Moreover, the agreement shall be concluded within fifteen working days following the provision of additional financial resources, extending the terms of service provision by the period from the date of conclusion of the contract to the date of conclusion of the agreement. The contract concluded in accordance with this clause shall be terminated if additional financial resources are not envisaged within sixty calendar days following its conclusion. The requirements of this clause shall not apply when more than one participant has submitted applications and only one participant's application has been assessed as satisfactory in relation to the requirements of the invitation.

In case of non-application of this clause, the procedure shall be declared null and void pursuant to Article 37, Part 1, Clause 1 of the Law.

8. 8 Upon request, the secretary of the commission shall immediately provide copies of the application of any participant to the other participant who has submitted such a request. In the event that the request cannot be fulfilled, the person submitting the request shall be immediately provided with the documents included in the application , which the latter shall review on the spot, have the right to take photographs of and return to the secretary of the commission during the session, without hindering the normal activities of the commission .

8. 9 If during the bid opening and evaluation session implemented evaluation result ­in the participant's application being recorded are discrepancies: invitation requirements regarding , including the case where the documents included in the application, certified by the participant who is a resident of the Republic of Armenia, or part of them, are not certified by an electronic digital signature, then the committee one working per day suspends is the session , and commission the secretary the same the day its informs about it through the system is m asnaki, offering until suspension deadline the end to fix inconsistency .

The notification sent to the participant shall describe in detail all discrepancies identified during the evaluation of the bid .

8. 10 If this invitation 8. 9th​​ with a dot defined the term m is the equivalent correction is recorded the discrepancy , then the latter the application being evaluated is sufficient : opposite in the case of a given participant the application being evaluated is insufficient and rejected is, and the participant who occupies the next place is recognized as the selected participant.

8. 11 Commission member or the secretary no can participate commission to the work , if it becomes clear during the activities of the commission 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, how also husband parent , child , sibling, sister, grandmother, grandfather, grandson ) 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 of this procedure in relation to interests collision having commission member or the secretary immediately self-exclusion is reports of this procedure . 8.12 After the bids are opened and evaluated, a protocol is drawn up in accordance with the procedure established by the RA legislation on procurement . Moreover, the protocol of the commission meeting describes in detail the discrepancies recorded as a result of the bid evaluation and the grounds for rejection of the bids based on them. The protocol signing are commission at the meeting present the members.

8.13 The Secretary of the Commission shall, no later than the end of the bid opening and evaluation session, the next working day:

1) A printed (scanned) version of the original minutes of the bid opening and evaluation session and the summary of the discussion of the justifications specified in point 3.5 of part 1 of this invitation, which also contains information on the date and e-mail addresses of receipt of the justifications, shall be published in the bulletin. If justifications have not been submitted, appropriate notes shall be made about this in the minutes of the committee session.

2) publishes in the bulletin printed (scanned) versions of the original declarations of absence of conflict of interest signed by him and the members of the evaluation committee present at the session of opening and evaluation of applications. The members of the committee who participate in the work of the committee at the sessions convened after the session of opening and evaluation of applications shall sign the declarations provided for in this subparagraph, which the secretary shall publish in the bulletin on the working day following their signing.

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 The authorized body publishes the reasoned decision of the head of the client in the bulletin : decision to receive on the day subsequent five working day during.

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 : The decision to be held subsequent the day it is provided in writing 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​ 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 , the data judicial on the job final judicial act strength in to enter on the day subsequent fifth​ day if​​ judicial examination with result decision execution possibility no disappeared .

Is it true?

* authorized by this clause If , by the deadline for submitting the decision to the body, the participant or the person who concluded the contract has paid the application or contract security amount, the contracting authority does not submit the reasoned decision to include the participant in the list to the authorized body.
* The payment of the bid or contract security amount by the participant or the person who signed the contract was made through an authorized The deadline for submitting the decision to the body has expired . later , but no later than​ the expiration of the forty-day period set by the authorized body for including the participant in the list , and the decision to receive subsequent fortieth day as of participant by decision appeal regarding initiated and unfinished judicial case availability in case : no later than​ data judicial on the job final judicial act strength in entering then client its about written informs is authorized body whose​ basis on participant no included on the list .

Moreover, if participant shopping to participate right The application-statement about having is qualified is as to reality inconsistent or participant by this invitation defined in order and within the deadlines no present by invitation intended documents , including cases where it fails to correct or completely correct the discrepancies recorded as a result of the application evaluation within the specified time limit , or chosen participant no present qualification or contract provision or if the procedure is organized in accordance with the regulation provided for in Article 15, Part 6 of the Law and as a result of it 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 provision no replacement banking guarantee or cash with money , then that circumstance considered is as purchase process in the frame participant undertaken obligation violation​

8.15 Is the participant If the applicant is included in the lists provided for in Article 6, Part 1, Parts 5 and 6 of the Law after the date of submission of the application, then his/her application is not subject to rejection .

8.16 This invitation 1​ in paragraph 8.9 of the part mentioned documents specified by the participant within the deadline hand over to ­the meeting to the secretary present to​ 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 to be present at the committee at the sessions. Participants or their 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 by being sent.

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

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

Documents included in the application that are certified with an electronic digital signature are not sealed.

8. 19 Applications assessment and the decision of the selected participant implemented is according to separately doses .[[8]](#footnote-8)

8. 20 In case the selected participant does not sign the contract (refuses) or is deprived of the right to sign the contract, the next ranked participant shall be recognized as the selected participant by the decision of the commission, applying the procedure set forth in paragraphs 8.13 to 8.19 of Part 1 of this invitation .

8. 21 Participants​​ himself presented requirements compliance justification for the purpose can is to present additional other documents , information and materials.

The committee can is to check m Assange 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 m Assange presented data authenticity inspection as a result data qualified are to reality If the answer is not ­in accordance with the requirements , the application of the participant in question will be rejected.

8 .2 2 This invitation 1​ Part 8. 2 1 point application A committee may be convened for the purpose 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' email to the post office sending is for evaluation results about commission session the record ­.

8.24 Before concluding a contract, the customer shall publish an announcement in the bulletin about the decision to conclude a contract no later than the first working day following the adoption of the decision on the selected participant. The contract award decision contains summary information on the evaluation of the bids and the reasons justifying the selection of the selected participant, and a statement on the period of inactivity.

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

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

- not if​ only One person has submitted an application *,* whose back being sealed is contract ,

- also in the case where only one participant submitted a bid and it was rejected. In the case of application of this clause, the period of inactivity is determined by the statement declaring the procurement procedure to be unsuccessful.

Client the contract sealing is , if this with a dot intended inactivity within the deadline any relative​ no appeal contract to seal about the decision. Until inactivity deadline expiration or without contract to seal or declaring the procurement procedure unsuccessful announcement publication sealed​​ the contract to nothing is.

**9. CONTRACT​ SEALING**

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

9.2 This invitation 1​ Part 8. 25 points​ defined inactivity deadline upon completion subsequent fourth working the day is blessed 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 invitation 1​ 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 in a way .

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 the project from receiving after the deadline specified in point 10.1 of this invitation signing the contract and the client present contract providing , and if the draft contract to be signed provides for an advance payment and the selected participant accepts this condition, also providing an advance payment,then he is deprived of the right to sign the contract :

Total in which The draft contract approved by the selected participant is submitted to the customer in writing and the note of its submission is recorded in the customer's document management system. The draft contract is approved by the customer's manager within two working days following the emergence of this authority. 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 9.5 of the 1st part of the invitation 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 , including 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. CONTRACT INSURANCE**

10. 1 Contract​ provision​ to present demand basis on it​ to receive from the day after 5 business days during , selected participant obliged is to present contract provision. If the security is presented in the form of a bank guarantee, the period provided for in this clause is set at 10 working days. Selected participant back contract being sealed is , if the latter present is Contract ( advance payment ) collateral.[[9]](#footnote-9)

10.3. **Contract provision size to make is purchase price 10 percent. If the purchase price of the services provided for in the draft contract is less than the price of the contract to be concluded, the amount of the contract security is calculated in relation to the contract price. The contract security is submitted in the form of a bank draft (Appendix 5) or cash.[[10]](#footnote-10)**

If the procurement procedure is organized in lots and the participant is recognized as a selected participant in more than one lot , he may submit either a separate contract security for each lot or a single contract security for all lots. In the event that a single contract security is submitted, its amount shall be calculated against the total purchase prices of the lots submitted, taking into account the requirements of subparagraph 9 of paragraph 32 of the Procedure.

**The contract security must be valid at least until the 20th business day following the last day of full performance of the obligations set forth in the contract to be concluded, inclusive. The contract security shall be returned to the person who submitted it in the event of full performance of the obligations assumed under the concluded contract, within 5 business days following the expiration of the period for full performance of the obligations.**

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 If the procurement procedure is organized on the basis of Part 6 of Article 15 of the Law and no financial resources are provided at the time of the emergence of the authority to conclude the contract, then the contract security shall be presented in the form of a unilaterally confirmed statement in the form of a penalty or cash. If at the time of the emergence of the authority to conclude the contract:

If the intended financial resources exceed 25 million AMD, but further financial resources are required for the full implementation of the contract, then the security of the contract, in terms of the allocated financial resources, is presented in the form of a bank guarantee or cash, and in terms of the required financial resources, in the form of a unilaterally confirmed statement in the form of a penalty or cash.

10.5 Contractual Customer​​ by advance payment to be allocated condition to be foreseen in case chosen participant to the client is also presents an advance payment provision : advance payment in the amount of a bank guarantee form of who (appendix: 5 ․ 2).

10.6 If a contract concluded within the framework of a procurement procedure organized in installments is terminated in respect of any installment due to non-performance or improper performance, the contract security shall be paid only in the amount calculated in respect of that installment.

shall submit a written request for payment of the contract security to the bank, and in the case of security presented in the form of cash, to the Ministry of Finance of the Republic of Armenia , within five working days following the date on which the basis for payment of the security arises . If the request for payment of the security is rejected by the bank or the Ministry of Finance of the Republic of Armenia on the grounds that the request or the accompanying documents are incomplete, the client's manager shall submit a new request in writing within two working days following the receipt of the rejection.

10.8 The Client's manager shall notify in writing about the return of the contract security :

- in case of security submitted in the form of cash, to the Ministry of Finance of the Republic of Armenia, within five working days following the date on which the basis for the return of the security arises, attaching a copy of the document submitted with the application justifying the payment;

- in the case of collateral presented in the form of a bank guarantee, to the bank that issued the guarantee, within five business days following the date on which the basis for returning the collateral arises .

- in the case of collateral submitted in the form of a penalty, to the participant who submitted it, within five working days following the date on which the grounds for returning the collateral arise .

**11. PROCEDURE UNEXPECTED DECLARING**

11. 1 Law 37​ 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 The requirement : Moreover, the requirement 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[[11]](#footnote-11)

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 period , the client publishes an announcement in the newsletter , in which to be noted is purchase the procedure failed to be announced the justification.

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

**PARTICIPANT'S RIGHT TO APPEAL DECISIONS**

**LAW AND 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. The 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 In the case 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 application 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**

**H R A H A N G**

**G N A N Sh M A N H A R T M A N H A Y T H P A T R A S T E L AND**

**1. GENERAL PROVISIONS**

1.1 This the instruction goal has to assist fellow citizens the application while preparing.

1.2 Expediency in the case of m the counterpart required information can is to present this by order proposed from forms different : different in ways , preserving required the prerequisites.

1.3 Applications , from Armenian except , can are presented also English or In Russian.

**2. PROCEDURE THE APPLICATION**

To participate in the procedure, the participant must register with the system. submits an application through. The relevant documents (information) stipulated in this invitation shall be attached to the application.

Participant by request present is his/her by approved :

**1) "Criteria of Competence".**

Procedure 2.1 to participate Application - statement according to the attached No. 1 .

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

2.3 joint activity the contract , if participants purchase to the procedure participates are jointly activity in order ( by consortium ).[[12]](#footnote-12)

2.4[[13]](#footnote-13)

2.5 point 2.4.1 of part 1 of this invitation.

1) the documents required by subparagraph 1,

2) the information provided for in subparagraph 2, in accordance with Annex N 1.3 and the documents required thereunder,

**2) "Financial criterion"** .

2.5 price proposal : according to Appendix N 2 : The price offer is submitted is value (the sum of the cost price and the projected profit) 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 .

2.6 With this 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.

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

**Appendix No. 1**

**LM - TH - GHKDSDB -25/21 with code**

**invitation to request a quote**

**APPLICATION STATEMENT\***

###### request for quotation to participate

reports is that​ desire has participate

participant name

by​ **LM - TH - GHKDSDB -25/21** declared in code

client name

request for quote the dose ( s ) and invitation

dose ( s ) number

in accordance with the requirements present is application.

- n reports and confirmation is that it is

participant name

resident.

country name

- to:

participant name

* The taxpayer registration number is : .

taxpayer registration number

* electronic mail address is : .

email address

* The address of the activity is :

business address

The phone number is :

phone number

Hereby declares and confirms that:

participant name

1) and its affiliated persons

participant name

are satisfied **LM - TH - GHKDSDB -25/21 the requirements for the right to participate** and the qualification criteria set out in the invitation to tender for quotations under the code ;

2 ) Within the framework of participating in the quotation request with the code **LM-TH-GKHSDB-25/21 :**

* 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. of regarding the real beneficiaries

participant name

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

Attached is qualification criteria of

participant name

documents required by the invitation to prove compliance .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Participant name ( leader) the position , the name (a noun ) signature )

K. T.​​

*\*filling in is commission secretary by: up to the invitation newsletter publishing.*

*\*\* - When filling out the application, the participant who is a resident of the Republic of Armenia indicates "State registration of legal entities, subdivisions of legal entities, institutions and individual entrepreneurs" about" law according to: legal persons state registry at the agency A link to a website containing information about its beneficial owners :*

*- If the participant is not a resident of the Republic of Armenia, then when filling out the application-declaration, the words <<link to the website containing information>> are replaced with the words <<declaration in accordance with Appendix 1.4>>,*

*-if the participant is a sole proprietor or an individual, he/she does not submit information about the actual beneficiaries.*

### **Appendix 1.3**

**Code LM-TH-GHKHSDB-25/21**

**Quote request invitation**

**INFORMATION**

**about the main staff proposed for the execution of the contract to be concluded**

**ABOUT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **h/h** | **Specialists included in the core staff** | | | | |
| **first name, last name** | **qualification** | **work experience** | | **employer name** |
| **period** | **field of activity and work performed** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Attached are the written agreements of the specialists mentioned in this information regarding their involvement in the work to be carried out, as well as the documents required by the invitation.

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

### K. T.​

**Attached is the written consent of the specialists mentioned in this information** regarding their involvement in the work to be carried out, as well as the documents required by the invitation.

*\*filling in is commission secretary by: up to the invitation newsletter publishing.*

**Appendix 1.4\*\***

**Code LM-TH-GHKHSDB-25/21**

**Request for quote invitation**

FORM

STATEMENT ON BENEFICIARY OWNERS

1. **The organization**
   1. *Organization details*

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

* 1. *Person submitting the declaration*

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

* 1. *Submission of the declaration*

|  |  |
| --- | --- |
| * + 1. Day, month, year of signing the declaration |  |
| * + 1. Number of pages in the declaration |  |
| * + 1. Signature of the person submitting the application |  |

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

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

* 1. *Information about the legal entity controlling the organization*

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

* 1. *Level of control*

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

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

|  |  |
| --- | --- |
| * + 1. State name |  |
| * + 1. Community name |  |
| * + 1. Participation rate ( % ) |  |
| * + 1. Participation type | Direct participation  Indirect participation |

* 1. *Participation of an international organization*

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

1. **Beneficial owner information**
   1. *Personal identification data*

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

* 1. *Identity document*

|  |  |
| --- | --- |
| * + 1. Document type |  |
| * + 1. Document number |  |
| * + 1. Date, month, year of issue |  |
| * + 1. Providing authority |  |
| * + 1. SSN or equivalent number |  |

* 1. *Personal registration address*

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

* 1. *Person's residential address*

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

* 1. *Basis for being a beneficial owner (except for reporting organizations in the subsoil use sector)*

|  |  |
| --- | --- |
| a . directly or indirectly owns 20 percent or more of the voting shares (stocks, units) of the legal entity or directly or indirectly has a 20 percent or more participation in the authorized capital of the legal entity | |
| * + 1. Participation rate ( % ) |  |
| * + 1. Participation type | Direct participation  Indirect participation |
| b . exercises effective (de facto) control over the legal entity by other means | |
| c . is an official exercising general or current management of the activities of the legal entity in question in the event that there is no natural person meeting the requirements of points "a" and "b" | |

* 1. *Basis for being a beneficial owner (for reporting organizations in the subsoil use sector)*

|  |  |
| --- | --- |
| a . directly or indirectly owns 10 percent or more of the voting shares (stocks, units) of the legal entity or directly or indirectly has a 10 percent or more participation in the authorized capital of the legal entity | |
| * + 1. Participation rate ( % ) |  |
| * + 1. Participation type | Direct participation  Indirect participation |
| b . has the right to appoint or remove the majority of members of the management bodies of the legal entity | |
| c . received a benefit from a legal entity free of charge in the amount of at least 15 percent of the profit received by the legal entity in the year preceding the reporting year | |
| d . exercises real (de facto) control over a legal entity through other means | |
| e . is an official exercising general or current management of the activities of the legal entity in the event that there is no natural person meeting the requirements of points "a" - "d" | |

* 1. *Information on the status of the beneficial owner*

|  |  |
| --- | --- |
| * + 1. Day, month, year of becoming the beneficial owner |  |
| * + 1. Exercising control over the organization | Separately  Jointly with affiliated persons |
| * + 1. The beneficial owner of a reporting entity in the subsoil use sector is an official or a member of his family | Yes  No |

* 1. *Beneficial owner contact information*

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

1. **Intermediate legal entities**
   1. *Organization details*

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

* 1. *Beneficial owner information*

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

* 1. *Intermediate legal entity share listing data*

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

1. **Additional notes**

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

**I. Procedure for filling out the declaration**

1. Section 1 of the declaration (Organization) contains the data of the legal entity submitting the declaration (hereinafter referred to as the Organization). The subsections in this section are filled in according to the following rules :
   1. In the "Organization Data" subsection, the name of the Organization (including Latin letters) and state registration data are filled in, including a note on the organizational and legal form.
   2. In the subsection "Person submitting the declaration" the data of the natural person who signs the documents included in the application for this procedure is filled in .
   3. In the "Submission of the Declaration" subsection, the day, month, year of signing the declaration, the number of pages of the declaration, as well as the signature of the person submitting the declaration are filled in.
2. Section 2 of the Declaration (Share Listing Data)is filled in if the shares of the Organization or another legal entity that fully controls the Organization are listed on a market included in the list of markets regulated by the criteria for adequate disclosure of beneficial owners approved by the Minister of Justice of the Republic of Armenia. In case of compliance with the specified criteria, this section is filled in for the Organization or another legal entity that fully controls the Organization . In case of filling in this section, the following sections of the declaration are not subject to filling in, except for section 5, which is filled in if the legal entity that fully controls the Organization has an indirect participation in the authorized capital of the Organization. The subsections in this section are filled in according to the following rules ․
   1. In the subsection "Share Listing Data", the name of the stock exchange is filled in, indicating in brackets the Market Identifier Code of the exchange where the shares of the Organization or another legal entity that fully controls the Organization are listed, as well as a reference is made to the documents available on the exchange, if any, to those documents that contain information about the owners of the given legal entity .
   2. The subsection “Data of the legal entity controlling the organization” is filled in if the data filled in subsection 2.1 of the declaration does not refer to the legal entity submitting the declaration, but to another legal entity that fully controls the organization. This subsection contains the name (including Latin letters) and registration data of the legal entity controlling the organization, including a note on the organizational and legal form, as well as the name and surname of the head of the executive body.
   3. The subsection “Level of Control” is filled in if the data related to the legal entity that fully controls the Organization have been filled in subsection 2.1 of the declaration . This subsection indicates the amount of participation of the legal entity that controls the Organization in the authorized capital of the Organization, expressed in percentage, as well as the type of participation. The notes on the amount and type of participation in the authorized capital are made taking into account the rules set forth in paragraph “a” of subparagraph 5 of paragraph 4 of these Rules.
3. Section 3 of the Declaration (Participation of a State, Community or International Organization)is filled in if any state, community or international organization has a direct or indirect participation in the Organization's charter capital. The section may be filled in several times if several states, communities or international organizations have a direct or indirect participation in the Organization's charter capital. The subsections in this section are filled in according to the following rules :
   1. The subsection “State or community participation” is filled in if there is a direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration. In case of state participation, the name of the state is filled in this subsection, and in case of community participation, the name of the community is also filled in this subsection. The amount of the state or community’s participation in the statutory capital of the legal entity, expressed in percentage, as well as the type of participation are also filled in this subsection. Notes on the amount and type of participation in the statutory capital are made taking into account the rules set forth in paragraph “a” of subparagraph 5 of paragraph 4 of this procedure .
   2. The subsection “Participation of an international organization” is filled in if there is a direct or indirect participation of an international organization in the authorized capital of the legal entity submitting the declaration. This subsection contains the name of the international organization (including Latin letters), the amount of participation of the international organization in the authorized capital of the legal entity, expressed in percentage, as well as the type of participation. Notes on the amount and type of participation in the authorized capital are made taking into account the rules established in paragraph “a” of subparagraph 5 of paragraph 4 of these Rules.
4. Section 4 of the Declaration (Beneficial Owner Information) is completed separately for each beneficial owner, with the number of beneficial owners of the Organization. The subsections in this section are completed according to the following rules :
   1. In the subsection "Personal identification data" the personal data of the beneficial owner shall be filled in. The data shall be filled in as they are filled in the identification document of the beneficial owner. If the person's name and surname are not in Armenian or Latin letters in the latter's identification document, their transcription shall be filled in the declaration.
   2. In the subsection "Identity document" information is filled in regarding the identity document of the beneficial owner:
   3. In the subsection "Registration address of the person" the address of the place of registration of the beneficial owner is filled in.
   4. The subsection "Residence address of the person" is filled in if the registration address of the beneficial owner differs from the latter's residence address. The address of the beneficial owner's residence is filled in this subsection.
   5. “Bottoms of being a beneficial owner (except for reporting organizations in the subsoil use sector )” is filled in if the legal entity submitting the declaration is not a reporting organization in the subsoil use sector. This subsection indicates on which basis(s) the person is a beneficial owner of the Organization, as provided for in the Law “On Combating Money Laundering and Financing of Terrorism”, and includes the information required in relation to these grounds. In case of being a beneficial owner on more than one basis, a note is made in relation to all grounds, in the relevant items. In this subsection, data on the grounds is filled in according to the following rules :

a . In point “ **a ”** of this subsection, a note is made if an individual directly or indirectly owns 20 percent or more of the Organization’s voting shares (stocks, units) or directly or indirectly has a 20 percent or more participation in the Organization’s authorized capital. Participation may be by virtue of ownership of the Organization’s share (stock, unit) (direct participation) or by virtue of ownership of the share (stock, unit) of another legal entity that owns the Organization’s share (stock, unit) (indirect participation ). Indirect participation may be carried out regardless of the number of intermediate legal entities in the chain between the individual and the legal entity that owns the Organization’s share (stock, unit). The "Amount of Participation" field indicates the amount of participation in the Organization's authorized capital, expressed as a percentage. The amount of participation is calculated based on the sum of all percentages of participation in the Organization's authorized capital as a result of the direct and indirect participation of the beneficial owner. In case of indirect participation, the participation of the beneficial owner in the authorized capital of the Organization is calculated based on the amount of participation of each previous intermediate organization, that is, by multiplying the amount of participation in percentage of the participating legal entity of the Organization by the amount of participation in percentage of the corresponding participant in the authorized capital of the participating legal entity of the Organization, and so on until the beneficial owner is reached. The "Type of Participation" field indicates whether the participation in the authorized capital is direct or indirect. In case of both direct and indirect participation in the authorized capital, a note is made about the presence of both direct and indirect participation at the same time.

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

c . A note shall be made in point “ **c ”** of this subsection if the person is an official exercising general or current management of the activities of the Organization in the event that there is no natural person meeting the requirements of points “a” and “b” of this subsection.

* 1. “Grounds for being a beneficial owner (for reporting organizations in the subsoil use sector )” is filled in if the legal entity submitting the declaration is a reporting organization in the subsoil use sector. The identification of beneficial owners is carried out in accordance with the criteria established by the Subsoil Code. The entries in this subsection are made taking into account the rules established in paragraphs 4 ․ 5 of this procedure. The data on the grounds in this subsection are filled in according to the following rules ․

a . A note shall be made in point “ **a ”** of this subsection if the individual directly or indirectly owns 10 percent or more of the voting shares (stocks, units) of the legal entity or directly or indirectly has a 10 percent or more participation in the authorized capital of the legal entity. This subsection shall be supplemented by taking into account the rules set forth in paragraph “a” of sub-point 5 of point 4 of this procedure.

b . A note shall be made in point “ **b ”** of this subsection if the person has the right to appoint or remove the majority of members of the management bodies of the legal entity.

c . A note shall be made in point “ **c ”** of this subsection if the person has received from the Organization, free of charge, a benefit in the amount of at least 15 percent of the profit received by the legal entity in question during the year preceding the reporting year.

d . This subsection " **d** "A note is made in point 1 if the person is not a beneficial owner of the Organization within the meaning of points “a”-“c”, but controls the Organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of another nature, or by other means.

e . A note shall be made in point “ **e ”** of this subsection if the person is an official exercising general or current management of the activities of the Organization in the event that there is no natural person meeting the requirements of points “a”-“d” of this subsection .

* 1. The subsection “Information on the status of the beneficial owner” shall include the day, month, and year of the person becoming the beneficial owner of the Organization. This subsection shall include a note on the form of control exercised by the beneficial owner over the Organization. A note shall be made on the exercise of joint control with related parties if the beneficial owner controls the Organization by virtue of acting in concert with a related party or may control it in concert with a related party. If the legal entity submitting the declaration is a reporting organization in the subsoil use sector, this subsection shall also include a note on whether the beneficial owner is an official or a member of his family within the meaning of Article 3, Part 1, Clause 53 of the Subsoil Code.
  2. In the subsection "Beneficial Owner's Contact Information", the email address and phone number of the beneficial owner are filled in.

1. Section 5 of the Declaration (Intermediate Legal Entities) is completed if the beneficial owner of the legal entity submitting the declaration or the legal entity that fully controls the Organization has an indirect participation in the authorized capital of the Organization. This section is subject to completion for each intermediate legal entity separately, in the number of all intermediate legal entities. The subsections in this section are completed according to the following rules : ․
   1. In the "Organization Data" subsection, the name of the intermediate legal entity (including Latin letters) and registration data are filled in, including a note on the organizational and legal form.
   2. In the subsection "Data of the beneficial owner" the name and surname of the beneficial owner( s) for whom the organization filled in this subsection is an intermediate legal entity shall be filled in. If the data of intermediate legal entities are filled in for the legal entity that fully controls the Organization, this subsection shall not be filled in.
   3. The subsection “Listing data of shares of the intermediate legal entity” is not subject to mandatory completion. This subsection may be completed if the shares of the intermediate legal entity are listed on a regulated market. This subsection shall include the name of the stock exchange, indicating in brackets the code of the exchange (Market Identifier Code) where the shares of the legal entity are listed, as well as a reference to the documents available on the exchange.
2. Section 6 of the Declaration (Additional Notes) is completed if there is additional information or additional clarifications related to the data completed or to be completed in the declaration. This subsection may contain additional clarifications regarding the grounds for the beneficial owner to control the Organization, regarding the state (community) bodies that exercise control over the Organization in the event that there is a direct or indirect participation of the state or community in the authorized capital of the legal entity submitting the declaration, and other clarifications related to the declaration.
3. The declaration is completed and signed by the person submitting the application. Numbering the pages of the declaration and noting the number of pages in the declaration is not mandatory.

*\* being filled is commission secretary by: up to the invitation newsletter publishing.*

*\*\* Appendix 1.4 is not submitted by the participant if the latter is a resident of the Republic of Armenia, as well as if the participant is an individual entrepreneur or an individual.*

**Appendix 2**

LM-TH-GHKHSDB-25/21 **\* with code**

**request for quote invitation**

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

Having examined the invitation to request a quotation with the code LM-TH-GHHKHSDB-25/21\*, including the draft contract to be signed , offers

participant name

to perform the contract at the following total prices:

Armenian dram

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Size-**  **section numbers** | **Service name** | **Value (** cost price) and predicted profit the total ) **/with letters and numbers/** | **VAT\*\***  **/with letters and numbers/** | **Total price**  **/with letters and numbers/** |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5=3+4*** |
| **1** | <<Name of the purchase item portion N1>> |  |  |  |
| **2** | <<Name of the purchase item quantity N2>> |  |  |  |
| **3** | <<Name of the purchase item portion N3>> |  |  |  |
| **…** | ... |  |  |  |
| **…** | ... |  |  |  |

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

participant's name (position of manager, first name, last name) signature

K. T.

*\* being filled is commission secretary by: up to the invitation newsletter publishing.*

*\*\* if participant added of value floor payer is , then data contract on the line Armenia Republic state budget payable added of value floor the amount to be noted is the 4th in the column.*

**Appendix 5**

LM-TH-GHKHSDB-25/21 **\* with code**

**request for quote invitation**

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

**(contract security)**

**1. This guarantee (hereinafter referred to as the guarantee) is**

client name

**(hereinafter referred to as the beneficiary) and (hereinafter referred to as the principal)** selected participant's name

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

Contract number to be signed

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

**2. With a guarantee (hereinafter referred to as the guarantor)**

name of the bank issuing the guarantee

**person) unconditionally undertakes to pay the beneficiary upon the request submitted by the beneficiary in the manner and within the time limit specified in this guarantee (hereinafter referred to as the request)**

amount in numbers and letters

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

account number **\***

3. This guarantee is irrevocable.

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

5. The guarantee is valid from the moment of issuance and is valid until the date of conclusion of the contract between the beneficiary and the principal.

Contract number to be signed

from the date the contract comes into force until the deadline for the provision of the service stipulated in the contract to be concluded, including the warranty period

The person providing the guarantee shall also send a printed copy of the original of this guarantee from his/her official e-mail address on the day of providing the guarantee to the Secretary of the Evaluation Committee indicated in the invitation to the procurement procedure organized for the purpose of concluding the contract specified in point 1 of this guarantee: ----------------------------------

Secretary's email address

to the email address.

6. The beneficiary shall submit the claim to the guarantor in writing. The following documents shall be submitted with the claim:

1) N contract, including the terms and conditions of the contract

Contract number to be signed

copies of amendments and additional agreements;

[www.procurement.am](http://www.procurement.am) on the unilateral termination of the contract by the beneficiary .

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

8. The guarantor shall reject the beneficiary's claim if:

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

2) the claim was submitted after the expiration of the period specified in the guarantee.

9. In the event of a decision to reject the claim, the guarantor shall immediately, but no later than the same business day, notify the beneficiary of the rejection.

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

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

Head of the executive body

month, date, year

*\* being filled is commission secretary by: up to the invitation newsletter publishing.*

**Appendix 5.1**

**Code LM-TH-GHKHSDB-25/21\***

**invitation to request a quote**

**AGREEMENT ON PENALTIES**

**(contract security)**

Yerevan city " » 20 years

, represented by the Director of the Company

Company nameThe name, surname, and passport details of the director of the Company , which operates on the basis of the Company's charter (hereinafter referred to as the Company), hereby unilaterally agrees to pay the following penalty:

**1. Subject of the Agreement**

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

client name

organized: \* with code to the purchase procedure.

procedure code

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

1.3 By signing the payment demand attached to this penalty agreement ( hereinafter referred to as the Demand), the Company irrevocably agrees that:

a) By signing the Demand, the Company gives its confirmation of the "accepted payment" filled in the "Payment Terms" field of the Demand, in which case the /paying/ Bank servicing the Company in connection with the collection of the specified amount (hereinafter referred to as the Paying Bank) does not submit the received Demand to the Company for additional consent, since the Company has already signed the Demand for the purpose of acceptance.

b) The Demand Draft serves as a basis for the Paying Bank to debit the entire amount specified in the Demand Draft from the Company's account without additional acceptance.

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

d) The Company confirms that it has accepted the Claim for the full amount of the penalty.

e) The Company hereby agrees that the Paying Bank shall not bear any liability for the legality, validity, submission deadlines of the payment request submitted by the Client and the Demand, and for the actions taken by the Paying Bank to ensure the execution of the Demand.

1.4 In case of non-fulfillment or improper fulfillment by the Company of the contract concluded as a result of the procurement procedure, the Customer shall submit this penalty agreement and the attached Demand in originals to the Paying Bank , informing the Company thereof in writing. This penalty agreement and the attached Demand electronic digital with signature approved to be in case them Payer To the bank are being presented electronic with media , such as also from them reprinted paper with options .

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

* 1. not be liable for any risks (losses incurred by the Company) and negative consequences incurred by the Company as a result of the payment of the amount specified in the Payment Order by the Paying Bank . The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.
  2. In the event that the Company's account funds are insufficient : Payer the bank payment demand letter from receiving then 2 ( two ) working days day during need is inform To the Client: written in the form of :
  3. this Agreement and the attached Statement to the Bank, if the amount is not paid to the Client within ten business days for reasons beyond the control of the Bank, the Client shall transmit information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau).

**2. Other conditions**

2.1 This Agreement and the Demand Letter are irrevocable, enter into force upon ratification by the Company and remain in force until the twentieth business day following the last day of full performance of the obligations assumed under the contract to be concluded by the Company, inclusive.

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

2.2.1. The Client confirms that the Company has committed a breach of contractual obligations, and

2.2.2. The Company certifies that this Indemnity Agreement and the attached Demand Letter have been duly signed by an authorized person of the Company.

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

**3. Company address, banking details:**

company name

company address

Name of the bank servicing the company

company bank account number

company's tax registration number

name, surname and signature of the company director

K.T.

Day/month/year

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

|  |  |
| --- | --- |
| 1. **PAYMENT REQUEST\*** | |
| 2. Number​ | |
| 3. Presentation Date : "\_\_\_ " \_\_\_ 20\_\_\_ | |
| 4. Payer's name , or first name and last name ( Company : | |
| 5. Financial institution servicing the payer ( bank) : | |
| 6. Payer account number : | |
| 7. Payer VAT number : | |
| 8. Payer PSC : | |
| 9. Beneficiary 's name , or first name and surname : | |
| 10. Beneficiary Social Security Number ( not required ) | |
| 11. Beneficiary VAT number : | |
| 1 2 .Beneficiary 's name Serving Financial Institution (Bank) : | |
| 1 3 .Beneficiary account number ( number N) | |
| 1 4 .The amount ( in numbers) and in words ) | |
| 15. Accepted amount: (in numbers) and in words) ( intended for partial acceptance of the specified amount, which is not applicable ) | |
| 1 6 .Currency ( in words) and with code ) | |
| 1 7 .Purpose of the transaction ( payment ) : *( to ensure the performance of the contract )* | |
| 1 8. Basis for payment: ( Name of documents , including the agreement on the penalty, their the numbers , contract​ the code based on which the charge is made ) | |
|  | |
| 19. Payment terms: <accepted payment> | |
| 20. Number of pages attached: --- page | |
| 22. a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22 .b.  K.T. | 2 1. a. Payer's signatures:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1.b. K.T. |
| 2 4 .a. Financial institution serving the beneficiary    /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/    /signature/ | 2 3 .a. Financial institution serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24.b. K.T.  2 4 . c "\_\_\_" \_\_\_ 20\_\_\_ y. | 23.b. K.T.    23. c . Date of execution: "\_\_\_" \_\_\_ 20\_\_\_ . |

*\* The payment request is completed in accordance with the "Mandatory requirements and procedure for completing the payment request" set out in this invitation.*

**Payment demand letter mandatory prerequisites and filling the guide**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| H/N | **The requirements for the document "Payment Request"** | **The specified field/**  **the presence of a requisite in a document** | **The requirement to complete the validation condition**  **( related to the procurement process )** | **Validity condition**  **the filling party:**  **beneficiary or payer**  **( related to the procurement process )** |
| **1** | **2** | **3** | **4** | **5** |
| 1. | Document name | mandatory | mandatory | The document has a pre-filled <Payment Request> |
|  | payment request number | mandatory | mandatory | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | submission date | mandatory | mandatory | is filled in by the beneficiary on the day of submission of the payment request to the payer's bank . |
|  | Payer's name , or first name and last name | mandatory | mandatory  The name of the person (payer) from whose account the amount specified in the demand is to be debited is filled in. The name and surname of the payer are filled in, if it is an individual or the name if it is a legal entity. Other data are also indicated, as necessary. To be completed by the payer | to be filled in by the payer |
| 5. | Name of the financial institution (branch) serving the payer (payer's bank) | mandatory | mandatory | to be filled in by the payer |
| 6. | payer's account number | mandatory | mandatory  The payer's bank account number in the financial institution (branch) serving him is filled in, from which the amount specified in the claim should be debited. | to be filled in by the payer |
| 7. | payer's TIN | mandatory | optional  is filled in in cases defined by the regulatory legal acts of the Republic of Armenia, when the payer is a registered taxpayer | to be filled in by the payer |
| 8. | Payer's Social Security Number | mandatory | optional  is filled in in cases defined by the regulatory legal acts of the Republic of Armenia, when the payer is an individual | to be filled in by the payer |
| 9. | Beneficiary 's name , or first name and last name | mandatory | mandatory  The name of the beneficiary (recipient of the payment) is filled in. Other information is also indicated, as necessary. | filled out in advance by the beneficiary, upon invitation |
| 10. | beneficiary's ID number | mandatory | optional  ( not filled in during the procurement process ) | ( not filled in ) |
| 11. | beneficiary's TIN | mandatory | optional  is filled in in cases defined by the regulatory legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | filled out in advance by the beneficiary, upon invitation |
| 12. | Name of the financial institution (branch) serving the beneficiary | mandatory | mandatory | filled out in advance by the beneficiary, upon invitation |
| 13. | beneficiary account number | mandatory | mandatory  The beneficiary's bank ( treasury ) account number to which the funds collected from the payer should be transferred is filled in. | filled out in advance by the beneficiary, upon invitation |
| 14. | amount (in numbers and words) | mandatory | mandatory  The amount payable to the beneficiary is filled in. | to be filled in by the payer |
| 15. | Accepted amount: (in numbers) and in words) | mandatory | optional  (intended for partial acceptance of the specified amount, which does not apply to purchases) | (not to be completed and not applicable) |
| 16. | currency (in words and code) | mandatory | mandatory | to be filled in by the payer |
| 17. | purpose of the transaction | mandatory | The words " to ensure the performance of the contract " are mandatory. | filled out in advance by the beneficiary, upon invitation |
| 18. | Basis for payment: | mandatory | mandatory  The data of the document serving as the basis for the collection of the amount specified in the claim and payment to the beneficiary is filled in, based on which the beneficiary submits a payment claim to the bank servicing the payer. The contract number serving as the basis for the submission of the claim is filled in , the procurement procedure code according to the penalty agreement, | To be completed by the beneficiary |
| 19. | Payment terms: | mandatory | mandatory  the words <accepted payment> are added,  which means that by signing the request, the payer gives his prior consent to debit the specified amount from his account | filled in in advance by the beneficiary |
| 20. | number of index pages | mandatory | optional  The number of pages of documents attached to the claim, which must be provided to the payer, is filled in. ( to the payer's bank )  If the < Basis for payment> field has been filled in, this data is mandatory . | filled in by the beneficiary by |
| 2 1.a. | payer's signature | mandatory | mandatory  This field is filled in when the payer submits a claim. Moreover, if the Payment Terms field indicates <accepted payment>, then By signing, the payer agrees in advance to debit the specified amount from his account. In case the payer submits the claim electronically, the payer's electronic signature is placed in this field. | signed by the payer or  the payer's electronic signature is placed |
| 2 1.b. | payer's stamp | mandatory | mandatory:  in the presence of a seal , when the payer submits the claim in paper form | is signed by the payer  when submitting in paper form |
| 22 .a. | beneficiary's signature | mandatory | Required :  filled in when submitting to the bank | signed by the beneficiary |
| 22 .b. | beneficiary's seal | mandatory | mandatory:  in case of seal | is signed by the beneficiary  when submitting to the bank in paper form |
| 2 3 .a. | Signature of an employee of the financial institution (branch) serving the payer | mandatory | mandatory  submitted in paper form to the financial institution serving the payer. if presented​ |  |
| 2 3 .b. | the stamp of the financial institution (branch) serving the payer | mandatory | mandatory  if the payment request is submitted in paper form to the financial institution servicing the payer |  |
| 2 3 . c | Date, hour, minute of execution by the financial institution (branch) servicing the payer | mandatory | mandatory  The date, hour, and minute of the request execution must be indicated by the financial institution (branch) serving the payer. |  |
| 2 4 .a. | Signature of an employee of the financial institution (branch) serving the beneficiary | mandatory | optional  is filled in when submitting a payment request to the financial institution serving the beneficiary , where The employee's signature is placed on the paper-based request. |  |
| 2 4 .b. | the stamp of the financial institution (branch) serving the beneficiary | mandatory | optional​  is filled in when submitting the payment request to the latter , where the stamp is placed on the paper-based claim form |  |
| 2 4 .g | Date, hour, minute of the financial institution serving the beneficiary | mandatory | optional​  is filled in when submitting the payment request to the latter , where this data are placed on the paper-based claim form |  |

**Appendix 6**

**Code LM-TH-GHKHSDB-25/21\***

**invitation to request a quote**

**STATE NEEDS FOR ------------------------------------- DELIVERY**

**STATE PURCHASE CONTRACT**

**N**

city " » 20 years

" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ " , in the face of ------------------------ , which in action is ------------- the statute basis on ( hereinafter: Client ), a by , and ------------------ n , in face director ------------------------ of, which in action is ------------------- of the statute basis on ( hereinafter: Performer ), the other by , signed this the contract of the following about .

**1. Subject of the contract**

1.1 The Client assigns, and the Contractor undertakes the obligation to provide ------------------ services (hereinafter referred to as the Service) in accordance with the requirements of the Technical Specifications -Purchase Schedule set out in Appendix No. 1, which forms an integral part of this Agreement (hereinafter referred to as the Agreement).

1.2 The service is provided in accordance with the Technical Specifications- Purchase Schedule set out in Appendix N 1 to the contract and within the specified deadlines.[[14]](#footnote-14)

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

2.1 The Client has the right to:

2.1.1 To check the progress and quality of the service provided by the Contractor at any time without interfering with the Contractor's activities.

2.1.2 If the contract specified in Appendix No. 1 has been delivered Technical specifications - purchase schedule non-compliant service.

a ) Not accepting the service , at your discretion defining inappropriate quality service to the contract with corresponding price gratuitous replacement reasonable deadline and to demand payment from the Executor according to clause 5.2 of the contract intended the fine, as well as the penalty provided for in point 5.3 .[[15]](#footnote-15)

b ) Refuse the contract from performing and to demand for return service paid the amount and request the Contractor to pay according to clause 5.2 of the contract intended the penalty .

2.1.3 One-sided solve the contract , if the Executor substantially to violate is The contract . The contract by the contractor violation essential is considered if :

a ) the service provided does not comply with the requirements set out in Appendix N 1 to the contract ,

b ) the service provision deadline has been violated .

**2.2 The Client is obliged to:**

2.2.1 Discuss and accept the results of the service provided in accordance with the Technical Specifications and the procurement schedule , and in case of detecting any deficiencies in the service, immediately notify the Contractor in writing.

2.2.2 In case of acceptance of the service result, pay the Contractor the amounts payable for the proper service provided by the latter, and in case of violation of the payment deadline, also the penalty provided for in clause 5.5 of the contract.

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

2.3.1 To demand from the Client the payment of the amounts due for the properly rendered service, and in case of violation by the Client of the payment deadline specified in clause 4.2 of the contract, also the penalty provided for in clause 5.5 of the contract.

**2.4 The Contractor is obliged to:**

2.4.1 Ensure proper provision of the service under the conditions set forth in Appendix No. 1 to the Agreement, guided by current legislation.

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

2.4.3 In the event of the initiation of liquidation or bankruptcy proceedings during the performance of the contract, the Client shall be notified in writing in advance.

**3. PROCEDURE FOR DELIVERY AND ACCEPTANCE OF SERVICES**

3.1 The service provided is accepted by signing a handover-acceptance protocol between the Client and the Contractor. The fact of handing over the service to the Client is recorded in a document approved by both parties, indicating the date of preparation of the document.[[16]](#footnote-16)

Moreover, the acceptance of the service provided within the framework of this contract and presented to the Client is carried out if the Contractor has fully, on a daily basis, ensured the requirements set forth in the urban development regulatory and technical and approved design and estimate documents, including the proper organization of the construction site, furnishing, technical safety, sanitary and hygienic and environmental (including climate change adaptation measures) norms and has submitted a written confirmation to the Client on the daily compliance or non-compliance by the contractor with the proper organization of the construction site, furnishing and technical safety, sanitary and hygienic and environmental (including climate change adaptation measures) norms. Moreover, the confirmation shall provide in detail the grounds confirming the fact of non-compliance with the rules and/or norms.

Before and including the date stipulated for the provision of the service under the contract, the Contractor shall provide the Customer with a signed document recording the fact of the transfer of the service to the Customer (Appendix N 3.1), and through the electronic procurement system armeps (the manual for the implementation of the operation is posted in the "Electronic Procurement" section of the website at www.procurement.am) - also the handover-acceptance protocol (Appendix N 3). At the same time, the Contractor shall not sign the handover-acceptance protocol, but shall confirm it with an electronic signature, filling in only those columns that relate to his data (the procedure for filling in is posted in the "Orders of the Minister of Finance" subsection of the "Legislation" section of the website at www.procurement.am).

3.2 If the service provided complies with the terms of the contract, the Client shall pay the invoice within one business day following the date of receipt of the documents specified in clause 3.1 of the contract. During the working day, signs and provides the Contractor with the signed handover-acceptance protocol and the positive conclusion that served as the basis for its signing through the electronic procurement system ARMEPS.

3.3 If the service provided or a part of it does not comply with the terms of the contract, the Customer shall not sign the handover-acceptance protocol and shall return the handover-acceptance protocol and the negative conclusion that served as the basis for its non-signing to the Contractor through the electronic procurement system armeps within the period specified in clause 3.2 of the contract . In the event of application of this clause, the Customer shall take the measures provided for in the contract for such a situation and shall apply the liability measures provided for in the contract to the Contractor .

3.4 If the Customer does not accept the provided service or refuses to accept it within the period specified in clause 3.2 of the contract, the provided service is considered accepted and ­on the business day following the deadline specified in clause 3.2 of the contract, the Customer provides the Contractor with the signed handover-acceptance protocol through the electronic procurement system.

**4. CONTRACT PRICE**

4.1. The price of the service to be provided by the Contractor under this contract is \_\_\_\_\_\_ (\_\_\_\_\_\_ in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) AMD, including VAT.[[17]](#footnote-17)

The price includes all expenses incurred by the Contractor, including taxes, duties and other payments prescribed by the legislation of the Republic of Armenia.

The price of the service is stable and the Contractor has no right to demand an increase, and the Client has no right to demand a decrease, of this price.

4.2 The Customer shall pay for the service provided to him in the event of acceptance in accordance with the procedure provided for in Section 3 of the Contract, in non-cash form in Armenian drams by transferring the funds to the Contractor's current account. The transfer of funds shall be made on the basis of the handover-acceptance protocol, in the months provided for in the payment schedule of the Contract (Appendix N 2), but no later than December --- of the given year.

Moreover, within 3 working days after the date of signing the handover-acceptance protocol for the purpose of making a payment, the customer enters the payment order and a copy of the handover-acceptance protocol into the treasury system of the authorized body, and based on the documents submitted in accordance with the established procedure, the authorized body makes the payment in question within five working days, provided that the handover-acceptance protocol is entered into the treasury system, within the terms specified in the payment schedule of this contract.[[18]](#footnote-18)

1. **RESPONSIBILITY OF THE PARTIES**

5.1 The Contractor is responsible for the provision of the service in accordance with the requirements of the contract.

5.2 Technical specifications specified in Annex No. 1 to the Contract In each case of providing non-compliant service , a penalty of 0.5 (zero point five decimals) percent of the amount specified in clause 4.1 of the contract shall be charged from the Contractor.[[19]](#footnote-19) Moreover, the penalty is also calculated in case the service is provided within the time period specified in this contract, but the customer does not accept it.

5.3 In case of violation of the term of provision of the service stipulated by the Contract, a penalty of 0.05 (zero point five hundredths) percent of the price of the service subject to provision but not provided shall be charged to the Contractor for each delayed working day.

5.4 The fine and penalty provided for in clauses 5.2 and 5.3 of the Agreement shall be calculated and offset against the amounts payable to the Contractor as a result of the provision of the service.

5.5 In case of violation of the deadline stipulated in clause 4.2 of the contract by the Client, a penalty shall be calculated against the Client for each delayed working day in the amount of 0.05 (zero point five hundredths) percent of the amount payable but not paid within the specified period.[[20]](#footnote-20)

5.5.1 This by contract intended services delivery alive during urban planning regulatory and technical and approved design and estimate with documents defined requirements , that among construction square proper organization , furnishing , technical safety , sanitation and environmental ( that) among climate change back adaptability events ) norms non-compliance , as also this in clause 3.1 of the contract mentioned written confirmation not to provide number Performer towards applied is responsibility following the means .

|  |  |  |
| --- | --- | --- |
| N | The violation | Responsibility |
| 1 | The contractor does not have a permit for the construction waste disposal site. | A penalty of 0.5 percent of the total price specified in the contract is charged. |
| 2 | Garbage, household waste and foreign objects are not removed from the construction site and/or site (during the period of implementation of the works, as well as before the construction facility is put into operation in accordance with the established procedure) | A penalty of 0.5 percent of the total price specified in the contract is charged. |
| 3 | The dangerous area is not fenced off, the requirements for temporary traffic organization are not observed at the construction site (warning signs are not installed, work areas are not equipped with flashing lights, etc.) | A penalty of 0.5 percent of the total price specified in the contract is charged. |
| 4 | Engineering, technical, service and labor personnel engaged in construction do not wear special outerwear and protective gear appropriate for technological processes (gloves, helmets, goggles, etc.) | A penalty of 0.5 percent of the total price specified in the contract is charged. |
| 5 | Construction materials and waste are not transported in covered trucks. | A penalty of 0.5 percent of the total price specified in the contract is charged. |
| 6 | The construction equipment and machinery used at the construction site are not in satisfactory technical condition (there are excessive emissions, noise, fuel and lubricant leaks) | A penalty of 0.5 percent of the total price specified in the contract is charged. |

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

5.7 Payment of penalties and/or fines does not exempt the Parties from fully and properly fulfilling their contractual obligations in accordance with the requirements set forth in the contract.

**6. INFLUENCE OF INVINCIBLE FORCE** **( FORCE MAJOR )​**

This by contract and this contract basis on signed agreements​ 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: that about in advance aware holding the other to the side .

**7. OTHER CONDITIONS**

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

The condition for the fulfillment of the rights and obligations of the parties stipulated by the contract is the fact that the contract is registered by the Ministry of Finance of the Republic of Armenia.[[21]](#footnote-21)

7.2 From the Agreement born side payment obligation no can to stop other from the contract born: counter-argument 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 .

7.3 In the event that, as a result of monitoring or control over the implementation of the requirements of the law or the examination of complaints in accordance with the procedure prescribed by law, it is recorded that in the procurement process, before the conclusion of the contract, the Contractor has submitted false documents (information and data), or the decision to recognize the latter as a selected participant does not comply with the legislation of the Republic of Armenia, then after these grounds emerge, the Customer shall unilaterally terminate the contract, if the recorded violations had been known before the conclusion of the contract, in accordance with the legislation of the Republic of Armenia on procurement, would have served as a basis for not concluding the contract. Moreover, the Customer shall not bear the risk of losses or lost profits arising for the Contractor as a result of the unilateral termination of the contract, and the latter shall be obliged to compensate the Customer for the losses incurred through its fault in the amount for which the contract was terminated.

7.4 Disputes related to the Agreement shall be subject to examination in the courts of the Republic of Armenia.

7.5 Contract changes and additions can are done only Parties mutual with the consent of: agreement to seal through which​ will be contract inseparable part .

It is prohibited to make any changes to the contract, and if the contract price is factored, also to the agreement signed in each subsequent year, which result in an increase in the volume of the purchased service or the unit price of the purchased service. or artificially changing the contract price.

Each case of amendment of the contract due to factors independent of the parties to the contract shall be determined by the Government of the Republic of Armenia.

7.6 If the contract is implemented through an agency agreement

1) The principal is liable for the agent's failure to fulfill or improper fulfillment of his obligations.

2) In the event of a change in the agent during the performance of the contract, the Contractor shall notify the Client in writing, providing a copy of the agency contract and the details of the party to it, within five working days from the date of the change.[[22]](#footnote-22)

7.7 If the contract is implemented through a joint activity (consortium) contract, the participants in that contract shall bear joint and several liability. Moreover, in the event of a consortium member withdrawing from the consortium, the contract shall be unilaterally terminated and the liability measures provided for in the contract shall be applied to the consortium members.[[23]](#footnote-23)

7.8 Service delivery​ deadline can is to extend until the contract is signed deadline completion : Executor upon written proposal in the case , provided that Customer number service delivery the demand has not disappeared , and Performer written proposal submitted is no later than​ by contract in from the beginning services delivery number defined deadline upon expiration at least 7 calendar day forward . Moreover, in the case specified in this point, the service delivery​ deadline can is to extend one times up to 30 calendar days per day , but not more than the period specified in the contract.

7.9 Under the conditions of proper performance of the Contract, the benefits (savings) or losses incurred by the parties (Executor or Client) are the benefits or losses incurred by that party.

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

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

7.11 ­The Client shall publish the notice of unilateral termination of the contract in whole or in part on the basis of non-fulfillment or improper fulfillment of the obligations undertaken by the Contractor in the section “Notices on unilateral termination of contracts” of the website operating at www.procurement.am, indicating the date of publication. The Contractor shall be deemed to have been duly notified of the unilateral termination of the contract from the day following the publication of the notice specified in this clause. On the day the notice of unilateral termination of the contract in whole or in part is published in the bulletin, the Client shall also send it to the Contractor’s e-mail address.

7.12 The performer has the right, after the conclusion of the contract, to make a concession of a monetary claim arising from the purchase contract in the cases and in the manner prescribed by Chapter 48 of the Civil Code of the Republic of Armenia, on the basis of a financing (factoring) contract (hereinafter referred to as the factoring contract) in exchange for the concession of the claim. The factoring contract must stipulate that the financial agent agrees that, in the event of the existence of the grounds provided for by the contract, the Customer, when making payments, shall ensure the calculation of penalties and fines against the Executor and their offset with the amounts to be paid, regardless of the fact that the claim has been conceded. Moreover, upon receipt of a written notification (Appendix No. 4) on the concession of the claim based on the factoring contract, the Customer shall make the payment specified in the contract to the financial agent, if the notification was received by the Customer on the day preceding the day of entering the payment order and a copy of the protocol into the treasury system of the authorized body[[24]](#footnote-24)

7.13 Arising in connection with this agreement the arguments dissolving are negotiations through. Consent hand not to bring in case the arguments dissolving are in court .

7.14 This the contract composed is **\_\_\_\_** page , signed is two from the example , which have equal legal power . This Annexes N 1, N 2, N 3, N 3.1 and N 4 to the contract being are contract inseparable part , each to the side given is the contract one for example .

7.15 This contract towards applied is Republic of Armenia the right .

7.16 The provision of services provided for by the Contract is carried out subject to the availability of financial resources for this purpose and the conclusion of an appropriate agreement between the parties on this basis. The Contract is terminated if no financial resources are provided for the performance of the Contract for this purpose within six months following the date of its conclusion. Moreover, the calculation of the six-month period provided for in this clause for the provision of financial resources for the conclusion of each subsequent Agreement begins from the date of acceptance by the Customer of the result of the provision of services specified in the previous Agreement in full. If the amount of financial resources allocated for the performance of the Contract exceeds twenty-five times the base unit of the procurement, then the Customer shall conclude an Agreement if the security for the Contract presented by the Contractor in the form of a penalty is replaced by a guarantee or cash, taking into account the requirements of paragraph “b” of subparagraph 17 of paragraph 32 of Appendix No. 1 to the Decision of the Government of the Republic of Armenia dated May 4, 2017 N 526-N . Moreover, the Contractor shall conclude the Agreement, and in the case of replacement of the security for the Contract presented in the form of a penalty, also the new security The Client shall submit the contract to the Contractor within ---------working days from the date of receipt of the notification. Otherwise, the contract shall be unilaterally terminated by the Client.[[25]](#footnote-25)

**8.** **PARTIES ADDRESSES , BANK TERMS OF VALIDITY AND SIGNATURES**

|  |  |
| --- | --- |
| **P A T V I R A T U**  Subsidy amount  --------------------------------------------  (signature)    K.T. | **QATAR VOGH**    --------------------------------------------  (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*

*coded contract*

TECHNICAL SPECIFICATION - PURCHASE SCHEDULE\*

Armenian dram

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | |
| the number of the portion specified in the invitation | The procurement plan's transit code according to the CPV classification | technical specifications | unit of measurement | total price/AMD | total number | delivery | |
| address | Deadline\*\* |
| 1 | 71241200 | adjacent | piece | 300000 | 1 | Tumanyan community | Up to 20 calendar days from the day following the date the contract enters into force. |

**services for the preparation of design and estimate documents for the construction of a football field and fence in Tumanyan city, Tumanyan community**

**Perform actual measurement**

**Football field area**

**Dimensions: standard 16-18 m \* 30-36 m small field Floor covering: artificial grass, Delimit the area with a stainless metal mesh fence.**

**Engineering infrastructure**

* **Drainage system**
* **Fence​**

**Create a working draft**

**In accordance with the requirements established by the RA Government Resolution No. 596-N dated 19.03.2000 "On approving the procedure for issuing permits and other documents for construction purposes in the RA and repealing a number of decisions of the RA Government", as well as the architectural, planning and design tasks, and the act of defects.**

**According to the requirements of the RA Government Decree No. 22-03-2017 and the RA Government Decree No. 150-N of 03.02.2005**

**Make an estimate**

**In accordance with the procedure established by the RA Government Resolution No. 879-N dated 23.06.2011 “On approving the procedure for calculating the cost of construction works at current prices, redistribution in the RA 2011 state budget and making additions and amendments to the RA Government Resolution No. 1748-N dated 23 December 2010 and allocating funds to the RA Ministry of Urban Development”.**

**Author's supervision is provided for when signing a construction contract, and the designer carries out author's supervision throughout the entire duration of the work to be performed.**

**Sub-paragraph 10 of paragraph 33 of the Procedure of the RA Government's Decision No. 526-N of May 4, 2017 "On approving the procedure for organizing the procurement process and repealing the RA Government's Decision No. 168-N of February 10, 2011".**

**During the development of design documents, the designer:**

**a. prepares the technical specifications of materials and (or) devices and equipment used for the implementation of the construction project in accordance with the requirements provided for in Article 13 of the Law and paragraph 22 of this Procedure, presenting them in a separate list,**

**b. presents the minimum requirements for the warranty periods of the contract object, its individual parts (structures, etc.) and the materials and (or) devices and equipment to be used,**

**c. presents the calendar schedule for the performance of individual types of work,**

**d. presents the design documents to the client in Armenian and Russian, in paper and electronic versions.**

**E. presents a list of machinery, work resources, and required licenses necessary to perform the work.**

**d/presents the entire package of design documents to the client, including the design part, in Armenian and Russian, in 4 hard copies and in electronic versions.**

**The design and estimate documents consist of 2 parts:**

**-Architecture and construction part.**

**-Estimation part: summary, object, local estimates**

**- Also include in the project a list of licenses required for construction by contracting organizations.**

**Estimated documents must be prepared using appropriate computer programs and be legible.**

**By prior agreement with the Client on the design and estimate documents.**

**Also presented:**

**- Volumetric sheet-estimated estimate, according to the established procedure, in Armenian and Russian, in electronic and paper versions. The electronic version is presented in Excel format, compiled in Unicode, in a neat form /without additional rows and columns/, in 2 copies: the first copy with weights by section, the second copy with numbers, or together in one document.**

**-If there is a list of equipment, in Armenian and Russian, in electronic and paper versions.**

**Main responsibilities and requirements**

**Requirements for investigation:**

* **to carry out the research in the volume necessary to develop the design documents,**
* **Project requirements**
* **design documents**
* **must comply with RA state standards, instructions, and urban development norms.**
* **The project must include at least the following works:**

**conditions.**

**The designer must:**

**Upload the design and estimate documents to the urban.e-gov.am system so that the Client can later issue a permit to the Contractor to perform construction work.**

**Agreements:**

**Construction facilities with a medium risk level (category II) include those whose design documentation expertise is replaced by a guarantee from the design organization, and whose technical control of construction quality is replaced by a guarantee from the construction organization.**

**Coordinate design solutions with the client ,**

**Coordinate with the head of the local government body the locations of storage, landfill and construction waste.**

**Regulatory requirements**

**• Design and estimate documents must be prepared and submitted in Armenian and Russian, in 4/5 paper copies and one electronic version (in ACAD PDF formats, volume sheets, summaries and estimates also in Excel format).**

**• Design and estimate documents must be prepared using appropriate computer programs, be in color and legible.**

**• Prepare design and estimate documents in accordance with the regulatory documents in force in the Republic of Armenia and the requirements of urban development norms.**

**.In accordance with the RA Government Resolution No. 526-N dated May 4, 2017 "On approving the procedure for organizing the procurement process", the designer:**

**In the event of design deviations during the implementation of construction projects, the designer shall pay a penalty to the client in the amount of the loss caused by each recorded deviation. Moreover:**

**a. a deviation is considered to be the occurrence of additional work exceeding the amount provided for in the summary estimate of the design documents approved in accordance with the procedure established by the legislation of the Republic of Armenia and having an expert opinion, including value added tax, during the performance of the work, and the amount of the fine is equal to the amount of additional work,**

**b. Losses are considered to be design deviations that lead to changes in the actually performed works (demolition, reconstruction, etc.) and the performance of additional works, and the amount of the fine is equal to the amount of the loss and the amount provided for the costs of works not provided for in the summary estimate of the works of the design documents approved in accordance with the procedure established by the legislation of the Republic of Armenia and having an expert opinion, including value added tax, exceeding the total amount of additional works.**

**• Requirements for construction materials, products (operation)**

* **maximum shelf life of materials and products,**
* **list of materials and products produced using the latest technologies,**

**A detailed and exhaustive description of the characteristics of the construction materials and products used in the project, in the project specifications and estimates, indicating the main technical indicators characterizing the given product.**

**Enshrining the requirements stipulated by the RA legislation in the construction production organization project regarding the organization of the construction site.**

**Before the start of construction work and throughout its duration**

**• To ensure the health of engineering, technical, service and labor personnel engaged in construction, as well as the environment, safe and sanitary conditions must be created, personal protective equipment (special clothing, helmets, shoes, etc.) must be provided, and employees must be instructed on safety rules.**

**Throughout the construction work**

**• It is necessary to fill out a work log, prepare documentation of covered works, intermediate acceptance (equipment, systems, networks) and test acts of important structures, and, if necessary, formulate additional executive documents provided for by other construction norms and rules.**

**• Ensure the transportation of construction waste to specially designated locations and along a specially designated route for its disposal.**

**• To ensure sufficient microclimate requirements of the area, the selection of improvement elements and measures must be carried out taking into account the geographical location, the construction and planning features of the given urban environment, climatic conditions, the functional significance of the improved area, the impact of the adverse effects of climate change, and the mandatory requirement to ensure preventive measures.**

**• The RA Urban Development, Technical and Fire Safety Inspection Body must be informed within 48 hours of technical accidents, failure to meet safety and sanitary and hygienic requirements for engineering, technical, service and labor personnel employed at the construction site and the environment (environmental protection).**

**• Be guided by the approved design documents, the RA Law "On Atmospheric Air Protection", the RA Government Resolution No. 718-N of 30.04.2022, the RA Urban Development Committee Chairman's Orders No. 21-N of 26.08.2022, the RA Urban Development Committee Chairman's Orders No. 21-N of 21.06.2022, the RA Minister of Urban Development's Orders No. 11-N of 14.01.2008, the RA Minister of Urban Development's Orders No. 07-N of 14.01.2008, and other legal acts.**

**Work implementation period**

**. Up to 20 calendar days from the day following the date of entry into force of the Agreement.**

*\* The term for the provision of services , and in the case of a phased contract, the term for the first phase, must be set at least 20 calendar days, calculated from the date of entry into force of the condition for the fulfillment of the rights and obligations of the parties under the contract, except in cases where the selected participant agrees to provide the services within a shorter period.*

*\*\* If the contract is concluded on the basis of Part 6 of Article 15 of the RA Law "On Procurement", then the calculation of the period in the column is defined in calendar days, performing the calculation If financial resources are envisaged, from the date of entry into force of the agreement concluded between the parties.*

|  |  |  |
| --- | --- | --- |
| **CUSTOMER**  ---------------------------------  / signature /  K. T.​ |  | **PERFORMER**  ---------------------------------  / signature /  K. T.​ |

*Appendix No. 2*

*" " 20 years old. sealed*

*coded contract*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE\*

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | | | | | | | | | |
| the number of the portion specified in the invitation | shopping according to plan intended through code according to GMA classification (CPV) | name | Payments are planned to be made in 2025 , by month, including\*\* | | | | | | | | | | | | |
|  |  |  | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|  | 71251100 |  | ... % | ... % | ... % | ... % | ... % | % | % | % | % | 100 % | 100 % | 100 % | 100 % |

*\* Payment subject the money are presented in ascending order If the contract is concluded on the basis of Part 6 of Article 15 of the RA Law "On Procurement", then this schedule is supplemented and concluded simultaneously with the agreement concluded between the parties, if financial resources are envisaged, as an integral part thereof.*

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

|  |  |  |
| --- | --- | --- |
| **CUSTOMER**  ---------------------------------  / signature /  K. T.​ |  | **PERFORMER**  ---------------------------------  / signature /  K. T.​ |

*Appendix 3*

*" " 20 years old. sealed*

*coded contract*

|  |  |  |
| --- | --- | --- |
|  | |  |
| Contract side  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**PROTOCOL N**

**CONTRACT OR THAT ONE PART PERFORMANCE RESULTS**

**TRANSFER - ACCEPTANCE**

" " " " 20 years .

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

Contract sealing Date : "\_\_\_\_" "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" 20 .

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

Client and Contract side: base accepting contract execution regarding " » " » 20 Invoice No. \_\_\_ issued on 15.01.2019 , have drawn up this protocol regarding the following:

Contract within The contracting party provided the following services :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N | Delivered services | | | | | | | |
| name | brief description of the technical specification | quantitative indicator | | deadline | | Amount to be paid /thousand drams/ | Payment term /according to payment schedule/ |
| according to the purchase schedule approved by the contract | actually | according to the purchase schedule approved by the contract | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 This Protocol bilateral basis for approval account invoice and The positive conclusion is an integral part of this protocol and is attached.

|  |  |
| --- | --- |
| The service was delivered. | Service accepted |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 3.1*

*" " 20 years old. sealed*

*coded contract*

ACT N

contract result To the client to hand over the fact to fix regarding

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

Customer name Performer name

(hereinafter referred to as the " Carrier ") between 20. signed in N.

contract signing date contract number

Within the framework of the purchase contract, the Executor shall deliver and accept the goods in 20

delivered the following services to the Client for the purpose:

|  |  |  |
| --- | --- | --- |
| Service | | |
| name | unit of measurement | quantity ( actual ) |
|  |  |  |
|  |  |  |

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

THE SIDES

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

Representative who drafted the application :

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

|  |  |
| --- | --- |
|  |  |
|  | *Appendix No. 4*  *" " 20 years old. sealed*  *coded contract*  NOTICE  reports That is .​  financial agent name   1. "-- " and " --" 20 years. signed   customer name contractor name  « --- ------/-------- » within the framework of the contract (hereinafter referred to as the Contract) with the code  A factoring agreement with the code " --- " was signed between "--- " 20  artist name  the contract,   1. complies with the requirements set forth in clause 7.12 of the Agreement.   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  name of the financial agent (position of the manager, first name and last name)  signature    K. T. (if available)    "--" 20 years. |

1. ***If the procurement is carried out in the form of a request for quotation or a single-person purchase on the basis of urgency, then the secretary of the evaluation committee, during the preparation of the texts of the announcement and invitation based on this exemplary document, in all sections, points and paragraphs, including in the exemplary forms of documents to be submitted by participants, where the words "open tender" are used, shall replace them with the words "request for quotation" or "single-person purchase on the basis of urgency", and in the code, the word "BMPDB" with the words "GHPDB" or "HMMPDB", respectively .*** [↑](#footnote-ref-1)
2. Qualification criteria / criterion / defined are by the customer , as needed. [↑](#footnote-ref-2)
3. According to point 2.4.1 intended qualification standards presented The requirements and the procedure for their evaluation, including the documents provided for in point 2.5 of part 2 of this invitation, are conditional examples and may be edited according to the requirements set by the customer. [↑](#footnote-ref-3)
4. *If the purchase implemented is urgency based on agreed one from a person purchase in the form of , then:*

   *- 3.1 , point 2 the paragraph being written is following edited by: " The Participant" right has applications presentation deadline upon expiration at least one calendar day forward from the committee to demand invitation clarification. Total in which clarification can is required until this at the point mentioned day at 17:00 ( Yerevan time ) (in time ): The Commission the request done participant clarification provision is the request to receive on the day subsequent calendar day during , but no later than​ procedure applications presentation deadline upon expiration at least 3 hours before : present at the point mentioned the request participant present is commission secretary electronic to the post office to send via : Inquiry about clarification being sent is commission Secretary : this by invitation intended electronic from the mail participant 's request received electronic to the post office to send through : ».*

   *- Clause 3.4 is amended to read as follows: "3.4 Applications presentation deadline upon expiration at least one calendar day forward invitation can are done changes. Change to perform the day change to perform about announcement is being published in the newsletter : ".*

   *- Point 3.6 being written is following edited by: "3.6 Invitation" changes to be done in case applications to present deadline counting is that changes about newsletter announcement publication from the day .*  [↑](#footnote-ref-4)
5. *In the event that the procurement is organized through a tender or a request for quotation, this sentence shall be removed from the invitation if:*

   *- the procedure is organized on the basis of Article 15, Part 6, Clause 1 of the Law ,*

   *- the price of the service to be purchased within the framework of this procedure with the procurement request ( the total price of the planned (anticipated) purchase ) does not exceed 25 million AMD* [↑](#footnote-ref-5)
6. *If the procedure is in batches, the first step is to indicate in the "Bid" field in the System the batch or batches for which the bidder is submitting a bid, after which only the remaining fields should be filled in, otherwise the bid documents will not be opened during evaluation. This sentence is removed from the invitation if the procurement procedure is not organized in batches.* [↑](#footnote-ref-6)
7. In the case of participants who are residents of the Republic of Armenia *, a declaration is published with a link to the website containing information on the beneficial owners specified in the application announcement.* [↑](#footnote-ref-7)
8. *This sentence is removed from the invitation if the procurement procedure is not organized in batches.* [↑](#footnote-ref-8)
9. *The sentence <<If the security is provided in the form of a bank guarantee, the period provided for in this clause shall be set at 10 working days>> is removed from clause 10.1, if*

   *- the purchase price of the given portion in the purchase order does not exceed twenty-five times the base unit of the purchases and no advance payment is provided*

   *- the procedure is organized on the basis of Part 6 of Article 15 of the RA Law "On Procurement", except for the case when the amount of financial resources required to organize the procedure as of the date of approval of the purchase application exceeds 25 million AMD and financial resources will be required in the future for the full implementation of the contract to be signed, or when an advance payment is provided within the framework of the financial resources provided as of the date of approval of the purchase application.* [↑](#footnote-ref-9)
10. *If the price of the service to be purchased by the procurement request does not exceed 25 million AMD and the subject of the procurement is not the expertise services of design documents necessary for the implementation of construction projects , then* *The words “in the form of a bank guarantee or cash” are replaced by the words “in the form of a unilaterally confirmed statement of penalty (Annex 5.1) or cash” and the number <<90>> mentioned in paragraph 3 is replaced by the number <<20>>* [↑](#footnote-ref-10)
11. *This item is edited according to the relevant client .* [↑](#footnote-ref-11)
12. In case of participation in *a joint activity (consortium), the documents included in the application and approved by the participant must be approved by all members of the consortium.* [↑](#footnote-ref-12)
13. *If by invitation application provision presentation demand defined not , then this the point from the invitation being removed is .* [↑](#footnote-ref-13)
14. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then after the word "provided" the words "urban planning normative-technical and approved design-estimate documents and" shall be added.* [↑](#footnote-ref-14)
15. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then paragraph "a" of clause 2.1.2 shall be worded as follows: "Not to accept the service and to set a reasonable period of time for the proper provision of the improper service in accordance with the requirements stipulated in the contract (without compensation) and to demand from the Contractor to pay the penalty stipulated in clause 5.2 of the contract and the penalty stipulated in clause 5.3"*

    *\* to be filled in by the secretary of the committee before publishing the invitation in the bulletin.* [↑](#footnote-ref-15)
16. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then after the 2nd sentence of clause 3.1 of the draft contract, a new sentence with the following content shall be added: “Whereas, the acceptance of the service provided within the framework of this contract and presented to the Client shall be carried out if the Contractor has fully, on a daily basis, ensured the requirements set forth in the urban development normative-technical and approved design-estimate documents, including the proper organization of the construction site, furnishing, technical safety, sanitary-hygienic and environmental (including climate change adaptation measures) norms and has submitted to the Client a written confirmation on the daily compliance or non-compliance by the contractor with the proper organization, furnishing and technical safety, sanitary-hygienic and environmental (including climate change adaptation measures) norms of the construction site. Moreover, the confirmation shall provide detailed information confirming the fact of non-compliance with the rules and/or norms. the foundations."* [↑](#footnote-ref-16)
17. *If the price offer is submitted by the Contractor without VAT, then the words "including VAT" are removed when concluding the contract.* [↑](#footnote-ref-17)
18. *In the case of customers who do not have accounts with the Treasury, the last paragraph of this point is edited with the following content: "Whereas payment for the purchase is made within the period specified in the payment schedule of this agreement, within five working days."* [↑](#footnote-ref-18)
19. *If the contract to be sealed is Based on Article 15, Paragraph 6 of the RA Law "On Procurement" , then the fine calculated is it agreement price towards which​ in the frame to be recorded is undertaken obligations non-compliance or no proper execution the circumstance .*

    *If the contract includes more than one installment, the penalty is calculated against the total price set for that installment in the contract.* [↑](#footnote-ref-19)
20. *If purchase subject is being construction programs execution towards technical control services the presentation , then contract the project being filled is following with the content of clause 5.5.1 . "5.5.1 This by contract intended services delivery alive during urban planning regulatory and technical and approved design and estimate with documents defined requirements , that among construction square proper organization , furnishing , technical safety , sanitation and environmental ( that) among climate change back adaptability events ) norms non-compliance , as also this in clause 3.1 of the contract mentioned written confirmation not to provide number Performer towards applied is responsibility following the means .*

    ... " *and in point 5.4, the numbers "* 5.2 and 5.3 *" are replaced by the numbers "* 5.2,5.3 and 5.5.1 *".* [↑](#footnote-ref-20)
21. *In the case of purchases that do not incur obligations at the expense of state budget funds, this clause shall be removed from the contract.* [↑](#footnote-ref-21)
22. *This clause is removed from the contract if the contract is not implemented through the conclusion of an agency agreement.* [↑](#footnote-ref-22)
23. *This clause is removed from the contract if the contract is not implemented through a joint venture (consortium) agreement.* [↑](#footnote-ref-23)
24. *If the Client is a client who does not have an account with the Treasury, then this clause is edited by replacing the words "entering the payment order and a copy of the protocol into the treasury system of the authorized body" with the words "giving a payment order to the bank".* [↑](#footnote-ref-24)
25. *If the contract is concluded on the basis of Part 6 of Article 15 of the RA Law "On Procurement" and the contract price does not exceed twenty-five times the base unit of the procurement, then this clause is edited by removing the 4th sentence from the latter, and the 5th sentence is edited by replacing the words ", and in the case of replacement of the contract security presented in the form of a penalty, also the new security " with the word "and".* *This clause is removed from the contract if the contract is not concluded on the basis of Part 6 of Article 15 of the RA Law "On Procurement".*

    *The period specified in the 5th sentence of this paragraph cannot be less than 10 working days.* [↑](#footnote-ref-25)