*Appendix No. 3*

*The Minister of Finance of the Republic of Armenia for 202 5 March 24, 2019*

*Order No. 110-A*

ANNOUNCEMENT

ABOUT THE URGENT OPEN TENDER[[1]](#footnote-1)

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

By decision No. 01 of July 28 , 2025

Procedure code: LM-TH-HBMASHDB-25/22

**This procurement process is organized within the framework of the subsidy programs implemented by the Government of the Republic of Armenia . Financing is carried out from the community and state budgets, in installments, respectively. Payment for the performance of the works is initially made in the amount of the community's share, then after the submission of documents confirming the justification for the performance of the remaining part of the works, approval and receipt of financial resources, financing is carried out in the amount of the state budget.**

Client: Tumanyan Municipality , located at Tumanyan, Central Street, 1 Administrative Building , announces an urgent open tender, which is being implemented in one stage through the Armeps ( [www.armeps.am](http://www.armeps.am) ) electronic procurement system.

As a result of this procedure , the selected participant will be offered to sign the asphalt paving works **of the Central, 2nd, 3rd and 12th streets of the Tumanyan town of the Tumanyan community** in accordance with the established procedure. performance contract (hereinafter referred to as the contract).

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

The conditions presented to persons not entitled to participate in this procedure, as well as to participants, are set out in the invitation to this procedure.

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

The provisions of the World Trade Organization Agreement on Government Procurement apply to this procedure.[[2]](#footnote-2)

In case of a request to provide an invitation in electronic form, the client shall ensure the provision of the invitation in electronic form free of charge within the working day following the day of receipt of the application.

Applications for participation in this procedure must be submitted electronically through the Armeps ( [www.armeps.am ) electronic procurement system](http://www.armeps.am) by 2:00 p.m. on the 10th day after the date of publication of this announcement . Applications, in addition to Armenian, may also be submitted in English or Russian.

The opening of bids will take place electronically, through the Armeps electronic procurement system , at 2:00 PM on the 10th day after the date of publication of this announcement .

An appeal regarding this procedure is being made. « Shopping about » RA by law and In accordance with the procedure established by the Civil Procedure Code of the Republic of Armenia.

For additional information regarding this announcement, you can contact the Secretary of the Evaluation Committee, Margarit Chatinyan:

Phone 093628881

Email: margarita.chatinyan@yandex.com

Client: Tumanyan Community Municipality, Lori Region, RA

*Approved is*

*LM-TH-HBMASHDB-25/22 with cover letter*

*FAST OPEN COMPETITION Evaluation Committee*

*20 25 July 28​​By decision No. 01*

***Tumanyan municipality***

H R A V E R

**TUMANYAN'S MUNICIPALITY NEEDS FOR : " TUMANYAN" COMMUNITY TUMANYAN CITY CENTRAL , 2ND , 3RD and 12th​ STREETS ASPHALT PAVING WORKS ACHIEVEMENT FOR PURPOSE ANNOUNCED FAST OPEN COMPETITION**

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

**CONTENT**

**FOR THE NEEDS OF TUMANYAN MUNICIPALITY: "INVITATION FOR AN URGENT OPEN TENDER FOR THE CONTRACT OF ASPHALT PAVING WORKS ON THE CENTRAL, 2ND, 3RD AND 12TH STREETS OF TUMANYAN CITY OF TUMANYAN COMMUNITY"**

**PART I.**

1. Purchase subject characteristic of the thing

2. Participant participation right requirements and their evaluation Procedure , conditions for submitting qualification assurance if recognized as a selected participant

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

8. The Jews opening , evaluation and results summary

9. Contract​​ sealing

10. Qualification and contract provisions

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. URGENT OPEN COMPETITION THE APPLICATION TO PREPARE INSTRUCTION**

1. General provisions

2. Current affairs​ the application

3. Appendices 1-7

This the invitation provided is in addition **LM - TH - ABMASHDB -25/22** with code being held urgent open announcement of the competition ( hereinafter referred to as the " procedure " ) .

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 Tumanyan 's ( 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 : Noted​ 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 Purchase subject is being Asphalting works on Central, 2nd, 3rd and 12th streets of Tumanyan town, Tumanyan community achievement (hereinafter also referred to as work) , which grouped are in 1 serving :

|  |  |  |
| --- | --- | --- |
| ***Size*** | | ***Dimension name*** |
| ***number*** | ***purchase price*** |
| 1 | 130058344 ,2 | *Asphalting works on the Central, 2nd, 3rd and 12th streets of Tumanyan town, Tumanyan community* |

The technical specifications of the work, as well as the specification, technical data and a complete and adequate description of other non-price conditions, constitute an integral part of the contract to be concluded, the draft of which is presented in Appendix No. 7 to this invitation .

Throughout the entire period of construction work, the contractor organization must have the following license and insert specified in Appendix No. 1 to the RA Government Resolution No. 2106-N dated 30 ․ 11 ․ 2023 “On Approval of the Licensing and Qualification Procedure in the Field of Urban Development”:

|  |  |  |
| --- | --- | --- |
| ***Type of activity subject to licensing*** | ***Type of insert that is an integral part of the license*** | ***License class*** |
| ***Construction implementation*** | transportation routes (highways, railways and airports, artificial structures: bridges, tunnels, overpasses, overpasses, retaining walls, etc.) | ***1st or***  ***2nd class​*** |

1. **PARTICIPANT PARTICIPATION RIGHT REQUIREMENTS , THEIR EVALUATION PROCEDURE, CONDITIONS FOR SUBMITTING QUALIFICATION SECURITY IN CASE OF RECOGNITION AS A SELECTED PARTICIPANT**

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 application, contract and/or qualification security within the period specified in the invitation and/or contract;
* has refused or been deprived of the right to conclude a contract as a selected participant.

2.2 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 procedure ( 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 If the participant is recognized as a selected participant, he/she shall submit a qualification guarantee in the manner and to the extent specified in this invitation.

2.5 The contract to be concluded within the framework of this procedure a subcontract can be carried out to seal Through : Subcontract 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 .

**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 or if the request refers to is the latter by technical specifications of the devices and equipment to be proposed characteristics : this by invitation intended technical to the characteristics equivalence in accordance with ­the answer . Total in which the participant written notified is clarification not to provide foundations about the query to receive on the day subsequent two calendar day during .

3.4 Applications presentation deadline upon expiration at least five calendar day forward invitation can are done changes . Change​ to perform on the day subsequent three calendar day during change to perform and them to provide conditions about announcement is being published in the system and 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 provision.[[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 the application is described in Part 2 of this invitation: Instructions for preparing applications **for the urgent open tender .**

4.2 Applications for the procedure must be submitted through the system no later than **2:00 p.m. on the 10th day after 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, as 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) confirmation of the obligation to submit a qualification certificate in the event of being recognized as a selected participant, within the procedure and within the time limit specified in this invitation;

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 a contract.[[7]](#footnote-7)

2) a price offer approved by him/her;

3) securing the application in the form of cash or a bank guarantee .[[8]](#footnote-8)

4) in the case of the purchase of construction works, a confirmation, confirmed by him, with the design documents attached to this invitation, which is also an integral part of the contract to be concluded, about the obligation to install (use) materials and (or) devices and equipment that comply with the specified technical specifications and warranty service conditions, having previously agreed in writing with the customer their technical specifications, trademarks, company names, brands and warranty periods before installation (use). The confirmation provided for in this sub-clause is also confirmed by a separate annex to the contract to be concluded. 9

5) a copy of the subcontract agreement and the details of the person party to it, if the contract to be concluded will be implemented through a subcontract.

6 ) a copy of the joint activity agreement, if the participants participate in this procedure in a joint activity manner (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 work from the value 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 submits a price offer (sum of cost price and projected profit) and value added tax in the form of a calculation consisting of general components. Calculation of value components, gaps or other details are not required and are presented. If the participant must pay value added tax to the state budget of the Republic of Armenia for a given transaction, then present​ price The proposal provides for a separate line indicating the amount to be paid for that type of tax. Moreover .

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

b. In the case of the purchase of construction works, the participant does not submit a bill of quantities-estimated estimate completed by him, and in the event that the selected participant is recognized as the winner, payments for the performance acts within the framework of the contract to be concluded are made according to the bill of quantities-estimated estimate attached to the invitation, using the following formula: ВГ=МГ/НГxКС, where:

The IB is the price offered by the selected participant.

The NB is the estimated price for the construction works published in this invitation.

The scope of work presented in a given executive act is expressed in monetary terms.

The bill of quantities is the amount paid for the work specified in the bill of quantities. 9

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 the verb m , 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.

**7. APPLY INSURANCE**

7.1 Participant by application : this by invitation submit in accordance with the established procedure is application providing​

Application provision being presented is banking guarantee (appendix 3) or cash money in the form of which size equal is **five** of the purchase price **percent** . If participant price the offer exceed is purchase the price , then application provision size equal is price offer five percent : Total in which , if participant application provision presented is this with a dot defined too much more then​ the application considered is invitation to the requirements satisfactory and subject not rejection .

Cash money in the form of presented application provision need is to be transferred Central in the treasury authorized body by name opened " 900008000466 " treasury on account of which subject is return it presented to the participant , except this on the 1st of the invitation according to point 7.3 of part intended of cases : Total in which application provision being returned is the contract to be sealed on the day subsequent five working day During : Purchase the procedure failed to be announced in case application provision being returned is inactivity deadline upon completion subsequent five working day during , if purchase procedure results appealed are not : Complaint availability in case application provision being returned is purchase the procedure failed to announce about evaluator commission the decision unchanged to leave about court final judicial act legal strength in to enter on the day subsequent five working day during .

If purchase the procedure being organized is Article 15 of the Law Article 6​ Part 2​ point basis on the application provision the contract sealed to the person being returned is financial resources intended to be regarding parties between the agreement to be sealed on the day subsequent five working day during : If contract to seal on the day subsequent six of the month during contract execution number financial resources are not planned and the contract dissolving is , then application provision being returned is the contract to be resolved on the day subsequent five working day during .[[9]](#footnote-9)

shall notify in writing about the return of the application security within the time limits specified in this clause:

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

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

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

a. participant application present is from one more portions for , then application provision can is to present how each portion number separately , so email one application provides : all portions Number : One application provision to be presented in case of that the amount calculated is presented portions purchase prices and price the suggestions purchase prices to surpass in case: price suggestions total towards: account taking 32nd in the order point 1​ subparagraph " e " of paragraph requirements :

b . The M asnaq deprived is contract to seal from the right any portion in part , then application provision paid is only that portion towards calculated provision to the extent :[[10]](#footnote-10)

7.3 Participant payment is application provision , if he /she:

1) announced is chosen participant , but refusing or deprived is contract to seal from the right .

2) violate is purchase process in the frame undertaken obligation , which led to is to the process data M asnaksi further participation termination .

7.4 Application drink safely need is valid be Application deadline from the date of expiration counted 120 (one hundred and twenty) working days day​[[11]](#footnote-11)

7.5 The client's manager shall submit the request for payment of the application security to the bank, and in the case of security submitted in the form of cash, to the Ministry of Finance of the Republic of Armenia , in writing within five working days following the date on which the basis for payment of the application security arises . If the request for payment of the application 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.

7 ․ 6 Participant the application subject is rejection , if in it absent is application providing , or if it presented is invitation to the requirements inappropriate .

**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 14:00 on the 10th day from the date of publication .

Applications opening and evaluation in session commission the chairman ( the session) the chairman ( of the meeting ) announce is opened and announces the ­following as defined in the purchase order : this procedure in the frame to be purchased works purchase 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 days 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 session of opening and evaluating 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 such unidentified participants decision for the purpose commission the president automatic by the way creation is applications evaluation about protocol , which in the system being confirmed is commission members by : in the system note to perform through .

8. 4 Selected participant decided is sufficient​ evaluated applications presented participants from number : minimum price proposal presented m assani preference to give on principle. Total in which the commission by chosen and to participants not recognized as such 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 Bankat 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 to participants not recognized as such . In the case of the purchase of construction projects, the commission assessment is also Compliance of the technical specifications of the presented devices and equipment invitation Requirements : Recommended minimum prices equality in case :

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

b . opposite in case commission the session suspended is , and one working day during commission the secretary presenting equal prices to the participants system via , not by automatic notification, simultaneously notification is prices reduction around simultaneous negotiations driving conditions, duration, day , hour and wild about ,

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

d . each participant - data​ at the moment presented price the offer being published is the other side for , and until negotiations number intended deadline the ending is the same as the ending can is review his/her price the proposal ,

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

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

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

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 when 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 the same as the one who said: 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 from this procedure .

8.12 After the bids are opened and evaluated, a protocol is drawn up in accordance with the procedure established by the RA legislation on procurement . 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 : 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 the day , and the decision to receive subsequent fortieth day as of participant by decision appeal regarding initiated and unfinished judicial case availability in this case , the data judicial on the job final judicial act strength in to enter on the day subsequent fifth the day if judicial examination with result decision execution possibility no disappeared .

Is it true?

* authorized by this clause If , as of the deadline for submitting the decision to the body, the participant or the person who concluded the contract has paid the application, contract and/or qualification security amount, the customer does not submit the reasoned decision to include the given participant in the list to the authorized body.
* The payment of the application, contract and/or qualification security amount by the participant or the person who signed the contract was made through an authorized The deadline for submitting the decision to the body has expired . later , but no later than​ The forty-day period set by the authorized body for including the participant in the list expiration of the term , 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 the applicant 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 Part 6 of Article 15 of the RA Law on Procurement 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 and ( or ) qualification 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 on the 1st of the invitation 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 [[12]](#footnote-12).

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 on the 1st of the invitation 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 offers;

2) The system sends the minutes of the committee meeting on the evaluation results to the e-mail addresses of the participants in the procedure ­.

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

9 .3 Selected m assani contract to seal the offer and to be sealed contract the project commission the secretary provision is electronic by method : Total in which, in the case of the purchase of construction works, the contract included are chosen participant by by request the devices and equipment presented .

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

9 .5 If chosen participant contract to seal about the notification and contract project n from receiving then within the period specified in point 10.1 of this invitation , and in accordance with the draft contract to be signed If an advance payment is required, it will not be made within 10 business days. signing the contract and the client presents qualification and contract guarantees , and if the draft contract to be signed provides for an advance payment and the selected participant accepts this condition, also the provision of 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 client in writing and the note of its submission is recorded in the client's document management system. The draft contract is approved by the client'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 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 , the amount of the advance payment or the selected participant proposed price to the increase.

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

**10. QUALIFICATION AND CONTRACT INSURANCES​​**

10. 1 Qualification and contract provisions to present demand basis on it​ to receive from the day after 5 business days during , selected participant obliged is to present qualification and Contract guarantees. 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 qualification and contract ( advance payment ) collateral[[13]](#footnote-13)

**10.2 Qualification provision size equal is the purchase price of the works to be purchased within the scope of this procedure 30 percent . If the purchase price of the works is less than the price of the contract to be concluded, the amount of the qualification guarantee is calculated in relation to the contract price. Qualification provision being presented is punishment cash money , or banks by willing guarantees in a way. Total in which provision need is valid be at least until contract execution result from the customer by complete to be admitted on the day subsequent 90th​​ working the day including :[[14]](#footnote-14)**

If If the procurement procedure is organized in lots and the participant is recognized as a selected participant in respect of more than one lot, then he may submit either separately for each lot or one qualification guarantee for all lots. In case of submission of one qualification guarantee, its amount shall be calculated against the total purchase prices of the lots submitted, taking into account the requirements of paragraph “c” of subparagraph 1 of clause 32 of the Procedure. Cash money in the form of presented The qualification fee must be transferred to the treasury account "900008000698" opened in the name of the authorized body at the Central Treasury.

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

The selected participant shall submit the qualification assurance in the form of a bank guarantee in accordance with Appendix 4.1.[[15]](#footnote-15)

Moreover, if the works procurement contracts are concluded on the basis of Part 6 of Article 15 of the Law, then the qualification security submitted in respect of the agreement(s) concluded for a given year within the framework of the available financial allocations is subject to return if the agreement(s) is properly executed in full by the executor and its result is fully accepted by the customer , if the execution of the contract(s) is not phased .

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

10.3. **Contract provision size to make is purchase price 1 0 percent. If the purchase price of the works envisaged by 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 guarantee (Appendix 5) or cash.[[16]](#footnote-16)**

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 full performance of the obligations set forth in the contract to be concluded and the warranty period of three years, including the 90th working day following the last day. The contract security is returned to the person who submitted it in the event of full performance of the obligations assumed under the concluded contract, within 5 working 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 qualification and contract guarantees shall be submitted 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:

- the intended financial resources exceed 25 million AMD, but financial resources are still required for the full implementation of the contract, then the contract and qualification security, in terms of the allocated financial resources, is submitted 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 planned in case chosen participant to the client is also presents an advance payment provision : advance payment in the amount of a bank guarantee in the form (attached: 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 qualification and 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 and qualification security to the bank, and in the case of security submitted in the form of cash, to the Ministry of Finance of the Republic of Armenia , within five working days following the date 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 of the return of the contract or qualification security :

- in the case of security provided 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 substantiating the payment;

- in the case of collateral submitted 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 [[17]](#footnote-17).

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

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

 12 ․ 12 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 meeting .

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**

**B A T COMPETITION 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 Subcontract agreement 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 ).[[18]](#footnote-18)

2.4 application Security, which is presented in the form of cash or a bank guarantee ( Appendix N 3) . In this case, a legible printed (scanned) version of the original document confirming the payment of cash or the original bank guarantee is submitted with the application .[[19]](#footnote-19)

2.5 . At least one similar contract previously executed within the last three years.

2.6. Labor resources with appropriate qualifications and professional experience necessary for the implementation of the planned work /according to the project/

**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 construction works purchase in case his/her by approved confirming: according to the attached N 1 .1 , this at the invitation attached design with documents , which being is also to be sealed contract inseparable part , defined technical to the characteristics and warranty service to the conditions corresponding materials and ( or ) devices and equipment installation ( use ) obligation about: until installation (the use of) them technical characteristics , product signs , trademarks names , brands and warranty deadlines in advance by written agreement customer's with : This stipulated by point confirmation separately with attachment being confirmed is also to be sealed by contract : 22

2. 7 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. 8 Application included original documents instead of can are presented their notary in order certified examples.

**Appendix No. 1**

LM-TH-HBMASHDB-25/22 **\* with code**

**URGENT OPEN TENDER invitation**

**APPLICATION STATEMENT\***

###### URGENT TO PARTICIPATE IN THE OPEN CONTEST

reports is that​ desire has participate

participant name

by​ LM-TH-HBMASHDB-25/22 declared in code

client name

urgent open competition 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

meet the eligibility requirements set out in the invitation to tender under the code LM-TH-ABMASHDB-25/22 \* and is committed to the chosen

participant name

If recognized as a participant, submit a qualification certificate within the procedure and time period specified in the invitation.

2 ) Within the framework of participating in the urgent open tender with the code LM-TH-HBMASHDB-25/22 \* :

* 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.

Below is the of the real beneficiaries of

participant name

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

Attached is a list of materials and ( or ) materials that meet the technical specifications set forth in the design documents attached to the invitation. Confirmation of the obligation to install devices and equipment :\*\*\*

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

K. T.​​

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

*\*\*- 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 The registered person's website link containing information about his/her 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 1.3>>,*

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

*\*\*\* paragraph and appendix 1.1 is removed are , if purchase the subject no being construction works.*

### **Appendix 1.1**

LM-TH-HBMASHDB-25/22 **\* with code**

**URGENT OPEN TENDER by invitation**

### **CONFIRMATION**

### **technical specifications specified in the invitation to the characteristics and warranty service to the conditions corresponding materials and ( or ) devices and equipment installation obligation about**

- n confirmation is that​ LM-TH-HBMASHDB-25/22 m the name of the associative

the urgent open tender with the code , the bidder undertakes to install ( use ) materials and ( or ) devices and equipment that comply with the technical specifications and warranty service conditions set forth in the design documents submitted with the contract during the performance of the works stipulated in the contract concluded within the framework of the tender with the same code, before installation ( use ) their technical characteristics , product signs , trademarks names , brands and warranty deadlines in advance by written agreement customer's with .

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

K. T.​​

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

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

LM-TH-HBMASHDB-25/22\* **with code**

**URGENT OPEN TENDER by 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 declaration |  |

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 from a legal entity a benefit of at least 15 percent of the profit received by the legal entity in the year preceding the reporting year, free of charge | |
| 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 legal entity in question.
   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 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 these Rules.
   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. The subsection “Grounds for 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 a natural person 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 natural person 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. The subsection “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 Organization’s activities 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 "Beneficial Owner Data" 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 is 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 1.3 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-HBMASHDB-25/22 \* with code**

**URGENT OPEN TENDER by invitation**

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

Studying LM-TH-ABMASHDB-25/22 The invitation to tender for an urgent open tender with the code, including the draft contract to be concluded , offers

participant name

to perform the contract at the following total prices:

Armenian dram

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Size-**  **section numbers** | **Job title** | **Value**  **(** sum of cost price and projected profit **) /in 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 3**

LM-TH-HBMASHDB-25/22 **\* with code**

**URGENT OPEN TENDER by invitation**

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

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

client name

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

**in the procurement procedure (hereinafter referred to as the principal)**

participant name

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

**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 to the beneficiary via transfer to the 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 issue and is valid until the beneficiary signs the code.

procedure code

Ninety working days from the date of expiry of the deadline for submission of applications by the principal for participation in the organized procurement procedure. \*\* The information on the fact of providing this guarantee, including the guarantee number, the name of the issuing bank and the code specified in point 1 of this guarantee, without indicating the amount, shall be sent by the guarantor from his official e-mail address on the day of providing the guarantee to the Secretary of the Evaluation Committee specified in the invitation to the procurement procedure specified in this point:

Secretary's email address

to the email address.

6. The beneficiary shall submit the claim in writing to the guarantor. The claim shall be accompanied by a copy of the minutes of the evaluation committee meeting on the rejection of the application and the guarantee.

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.

11. 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

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

\*\* *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law “On Procurement” and the total planned (anticipated) purchase price of the works to be purchased within the framework of this procedure with the procurement application exceeds 25 million AMD, then the words “ninety working days” are replaced with the words “one hundred and twenty working days”.*

**Appendix 4.1**

LM-TH-HBMASHDB-25/22 **\* with code**

**URGENT OPEN TENDER by invitation**

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

**(qualification assurance)**

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

client name

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

**as a result of the purchasing procedure**

selected participant's name

**(hereinafter referred to as the principal) to be signed by N** Contract number to be signed

**Ensuring the necessary qualifications for the performance of obligations stipulated in the contract (hereinafter referred to as the contract) (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.** When paying the guarantee amount, deductions made from the guarantee amount based on the handover-acceptance protocol(s) bilaterally approved between the beneficiary and the principal within the framework of the contract execution and submitted by the principal to the person who provided the guarantee shall be taken into account.

**Payment is made to the beneficiary. via transfer to the 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 effective from the moment of issuance and is valid between the beneficiary and the principal.

Contract number to be signed

from the date the contract to be signed enters into force until the deadline for the performance of the work stipulated in the contract to be signed,

The person providing the guarantee shall also send a printed copy of the original of this guarantee from his 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 with the code specified in point 1 of this guarantee, to the e -mail address of ----------------------------------------

Secretary's email address

to the address.

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

1) Contract signed with code N, including in it

Contract number to be signed

copies of amendments and additional agreements;

the notice published in the bulletin at [www.procurement.am](http://www.procurement.am) on the unilateral termination of the contract by the beneficiary ;

3) the protocol(s) of delivery-acceptance mutually approved between the beneficiary and the principal within the framework of the contract or its(their) copies.

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.

11. 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

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

**Appendix 4.2**

LM-TH-HBMASHDB-25/22 **\* with code**

**URGENT OPEN TENDER by invitation**

**AGREEMENT ON PENALTIES**

**(qualification assurance)**

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. 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 participant selected as a result of the procurement procedure, ensuring the necessary qualifications to fulfill the obligations stipulated in the contract to be concluded, 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, if it leads to the unilateral termination of the contract by the Client, the Client 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. The Customer may submit other additional documents to the Paying Bank.

any liability for the 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 Note by the Paying Bank . The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.

1.7 In the event that the 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 :

1.8 After submitting 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).

1. **Other conditions**

2.1 This Agreement and the Request for Proposal are irrevocable, enter into force upon ratification by the Company and are valid until the twentieth business day following the date of full acceptance of the result of the execution of the contract concluded by the Client, 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 ) : ( *for qualification purposes )* | |
| 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 | Required | mandatory | The document has a pre-filled <Payment Request> |
|  | payment request number | Required | mandatory | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | submission date | Required | 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 | Required | 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) | Required | mandatory | to be filled in by the payer |
| 6. | payer's account number | Required | 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 VAT number | Required | 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 | Required | 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 | Required | optional  ( not filled in during the procurement process ) | ( not filled in ) |
| 11. | beneficiary's TIN | Required | 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 | Required | mandatory | filled out in advance by the beneficiary, upon invitation |
| 13. | beneficiary account number | Required | 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) | Required | 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) | Required | 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) | Required | mandatory | to be filled in by the payer |
| 17. | purpose of the transaction | Required | The words " for qualification purposes " are required . | 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: | Required | 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 | Required | 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 | Required | 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 | Required | 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 | Required | Required :  filled in when submitting to the bank | signed by the beneficiary |
| 22 .b. | beneficiary's seal | Required | 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 | Required | 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 | Required | 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 | Required | 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 | Required | 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 | Required | optional​  is filled in when submitting the payment request to the latter , where this data are placed on the paper-based claim form |  |

**Appendix 5**

*LM-TH-HBMASHDB-25/22* **\* with code**

**URGENT OPEN TENDER by invitation**

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

**(contract security)**

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

client name

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

**Principal arising from the contract No. LM-TH-ABMASHDB-25/22 to be concluded**

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 from the date of entry into force of the contract No. LM-ТХ-АБМАШДЗБ-25/22 to be concluded between the beneficiary and the principal, subject to full performance of the obligations stipulated by the contract and the guarantee period of three years, including the ninetieth working day following the last day.** The guarantor shall also send a printed version of the original of this guarantee from his 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 paragraph 1 of this guarantee: **margarita.chatinyan@yandex.com**

Secretary's email address

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 LM-TH-HBMASHDB-25/22contract, 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.

11. 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

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

**Appendix 5.1**

**LM-TH-HBMASHDB-25/22 \* with code**

**URGENT OPEN TENDER INVITATION**

**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 Client 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 VAT number | 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 5.2**

**LM-TH-HBMASHDB-25/22 \* with code**

**invitation**

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

**(prepayment 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

**to be sealed N advance payment stipulated in the contract**

Contract number to be signed

**Ensuring the fulfillment of obligations stipulated by the contract (hereinafter referred to as guaranteed obligations) within the scope of the provision.**

**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 to the beneficiary's account.**

account number **\* through transmission.**

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 enters into force until the deadline for the performance of the work stipulated in the contract to be concluded

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.

11. 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

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

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

**Code LM-TH-HBMASHDB-25/22\***

**URGENT OPEN TENDER INVITATION**

**STATE NEEDS FOR CAPE WORKS PERFORMANCE**

**STATE PURCHASE CONTRACT**

**N**

city " » 20 years

"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_", represented by ------------------------, acting under the charter of ------------- (hereinafter referred to as the Client), on the one hand, and ------------------, represented by the director of ------------------------, acting under the charter of ------------------ (hereinafter referred to as the Contractor), on the other hand, have concluded this agreement on the following.

**1. CONTRACT SUBJECT**

1.1 The Contractor undertakes is this by contract defined in order , as intended in volume , shape and within the deadlines to do this with Annex No. 1 to the contract (hereinafter referred to as the contract) defined installation ( use ) of materials and ( or ) devices and equipment that comply with the design documents, including the technical specifications and warranty service conditions provided for therein, and bill of quantities - with estimate intended for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Works name

the works ( hereinafter referred to as the work ), and Client undertakes is accept The work is done. and to reward its No. . An integral part of this contract is the application submitted by the Contractor within the framework of participation in the procurement procedure with the code ........., as defined in the design documents technical to the characteristics and warranty service to the conditions corresponding materials and ( or ) devices and equipment obligation to install ( use ) confirmation of the

1.2 By contract The work is planned . The contractor performs is in accordance with urban planning regulatory and technical and approved design and estimate documents, as well as this contract inseparable part forming a work bill of quantities - estimate appropriate .

1.3 The works stipulated in the contract shall commence upon the entry into force of the contract and the completion date shall be set at November 25.

By contract intended separately type of works , stages and volumes execution deadlines are defined in this agreement in appendix 2 presented calendar with a schedule .

**2. CONTRACTOR BY MEANS WORKS COMPLETING**

2.1 The work happening is With the contractor's labor and technical resources, construction materials and with means.

2.2 The Contractor responsibility is carry his/her provided materials and equipment quality for .

**3. PARTIES RIGHTS AND DUTIES**

**3.1. Client right has :**

3.1.1 Any time to check Contractor implemented work process and quality : without to intervene the latter activity .

3.1.2 Contractor by in clause 1.3 of the contract mentioned term ( including calendar schedule violation​ in case his/her at your discretion to define a task execution new deadline and to demand From the contractor to pay according to clause 6.2 of the contract intended the penalty .

3.1.3 Not accepting the job offer result : RA by law defined provisions , clause 1.2 of the contract intended to the requirements to not comply in his case at your discretion defining shortcomings gratuitous elimination reasonable deadline and to demand From the contractor to pay according to clause 6.2 of the contract intended the penalty , as also with point 6.3 intended the fine .

3.1.4 One-sided solve the contract and to demand to compensate himself caused damages if .​

a ) The Contractor on time no begins to work performance or the work performance is so much slowly , that its on time the end becomes is obvious impossible ,

b ) The Contractor to violate is in clause 1.3 of the contract intended period ( including calendar the graph ),

c ) Contractor by The work is done. no correspond specified in clause 1.1 or 1.2 of this contract requirements ,

d ) Contractor by to be violated are according to clause 3.1.3 of the contract intended on the basis of a labor shortcomings gratuitous elimination reasonable deadlines .

3.1.5 Work result shortcomings back related requirements to present warranty within the deadline .

3.1.6 Authorize other person : a work implementation towards technical control to carry out for the purpose .

3.1.7 Before Customer by Contractor He has done his job . the result to accept , to demand himself to hand over The work is unfinished. the result : the contract by law or by contract intended on the grounds to stop in case .

**3.2. Client obliged is :**

3.2.1 The work to support while doing To the contractor by contract intended in cases , in volume and in order .

3.2.2 By contract intended within the deadline and in order Contractor with participation to examine and accept the work is done ( its) the result ), and from the contract to the work result worsening deviations or in a workhouse other shortcomings to discover in those cases about immediately to report To the contractor .

3.2.3 Contract​ strength in to enter 5 working days from the moment day during To the contractor to provide a job implementation number appropriate space​

3.2.4 According to clause 1.3 of the Agreement intended within a period of work the result to accept in case To the contractor to pay the latter payment subject the money .

3.2.5 To provide the written consent provided for in subparagraph 2 of clause 3.4.3 of the Agreement to the Contractor within 10 days. If the Customer does not provide the Contractor with the written consent ( disagreement ) within the period specified in this clause , then the consent is considered received by the Contractor . The parties may also carry out the procedure for receiving consents through the exchange of information to e-mail addresses. In this case, the parties shall exchange in advance in writing the e-mail addresses to which the information should be sent. The documents provided for in this clause are an integral part of the executive acts.

**3.3. The Contractor right has :**

3.3.1 According to clause 1.3 of the Agreement intended within a period of work result to hand over in case From the client to demand to pay according to clause 5.1 of the contract intended for payment subject the amount .

3.3.2 Customer by in clause 5.4 of the contract mentioned deadlines violation in case From the client to demand to pay himself payment subject the money and according to clause 6.5 of the contract intended the penalty .

**3.4. The Contractor obliged is :**

3.4.1 Perform at least 100 percent of the work personally, in the manner and within the time limits stipulated in the contract, with his/her labor and technical resources , as well as the necessary construction materials and tools and of proper quality, in accordance with the project and the scope of work.

3.4.2 To do a job regarding Customer given instructions if​ them are not contradict contract to the conditions .

3.4.3 Ensure :

1) Perform construction and installation works in accordance with urban development regulatory and technical documents and the terms of this contract, perform individual testing of the engineering communication systems (electricity supply, heating, water supply, sewage, ventilation, etc.) installed by him, participate in complex testing of the equipment .

2) design defined by documents technical to the characteristics and warranty service to the conditions corresponding materials and ( or ) devices and equipment installation ( use ) : until installation (the use of) them technical characteristics , product signs , trademarks names , brands and warranty deadlines in advance by written agreement customer's with .

3.4.4 Work result To the client when handing over him/her to report it requirements and rules about the requirements , compliance with which is necessary for the effective and safe use (exploitation) of the work product, as well as to provide information about the possible consequences of failure to comply with these requirements and rules.

3.4.5 Violation of the deadline specified in clause 1.3 of the Contract (including the calendar schedule) and the termination of work by the Client execution new deadline to be defined In this case , provide a work permit. performance defined within the deadline and each late day number to pay according to clause 6.2 of the contract intended the penalty .

3.4.6 According to clause 3.1.4 of the Agreement intended on the grounds contract solution in case to compensate To the client caused damages and pay by 6.3 points intended the fine .

3.4.7 Construction object conservation of necessity origin in his case by means to do the work to stop and construction to preserve out of necessity arising reasonable expenses .

3.4.8 If construction programs execution result or its separately component number defined warranty deadline during in application are came done work shortcomings , then The plaintiff obliged is at the expense of its own funds , the Client by defined reasonable within the deadline to eliminate disadvantages .

3.4.9 By contract warranty deadline is defined Customer by alive volume A work to be admitted on the day subsequent from the day calculated 1095 days. If defects in the Work are discovered during the warranty period , the Contractor shall be obliged to eliminate the defects at his own expense within a reasonable period of time set by the Customer.[[21]](#footnote-21)

3.4.10 Connection of the object , its separately parts ( constructions) and etc. ) and to be used technical specifications and warranty conditions of materials and (or) devices and equipment on deadlines presented requirements presented are in Annex N of the contract .[[22]](#footnote-22)

3.4.11 Qualification and contract execution provision action during liquidation or bankruptcy process to start in case its about in advance written inform To the client .

**4. WORK TRANSFER AND ADMISSION THE ORDER**

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

Moreover, the acceptance of the work performed and submitted to the Client within the framework of this contract is carried out if the Contractor has fully, on a daily basis, ensured the requirements set forth in the urban development normative 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, regarding which there is a written confirmation from the organization that has signed a contract with the Client and exercises technical supervision over the execution of construction works.[[23]](#footnote-23)

Before and including the date specified for the performance of the work under the contract, the Contractor shall provide the Customer with a signed document recording the fact of handing over the work to the Customer (Appendix N 4.1), 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 4). 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).

4.2 If the work performed complies with the terms of the contract, the Client shall, within 5 working days from the working day following the day of receipt of the documents specified in clause 4.1 of the contract, sign and provide the Contractor with the handover-acceptance protocol signed by him and the positive conclusion serving as the basis for its signing through the armeps electronic procurement system.

4.3 If the work performed 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 via the electronic procurement system armeps within the period specified in clause 4.2 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.

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

4. 5 Work or contract calendar with a schedule intended separately type of works , stages and volumes results design and estimate to the documents to not comply in case sides to make are bilateral act of enumerating shortcomings elimination number required for execution subject additional works and deadlines . The contractor obliged is contractual price within the limits , without additional pay , make necessary works .

4.6 Work The following conditions also apply when accepting:

1) After receiving information from the Client about the completion of construction, the Head of the Client shall take measures to form a committee for accepting completed construction (hereinafter referred to as the Accepting Committee) established by the Resolution of the Government of the Republic of Armenia No. 596-N of March 19, 2015 and to accept the work performed.

2) the result of the contract execution is considered fully accepted if the head of the state administration body accepts the work performed by the commission formed in the manner prescribed by the Resolution of the Government of the Republic of Armenia No. 596-N of March 19, 2015;

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

4) After receiving the act specified in subparagraph 3 of this paragraph in the prescribed manner, the responsible department shall verify the compliance of the completed construction object (work performed) with the requirements of the contract and, if the work performed:

a. complies with the terms of the contract, then a final handover-acceptance protocol is signed on the acceptance of the result of the contract execution,

b. does not comply with the terms of the contract, then the protocol shall not be signed.

5) Before signing the final handover-acceptance protocol on accepting the results of the contract performance provided for in this paragraph, the Client shall not pay five percent of the total amount of the work performed for capital construction, and in case of payment by installments, the amount of the last payment, which cannot be less than five percent of the total amount of the work performed for capital construction.

**5. WORK PRICE AND THE RENT**

5.1 This Agreement general price to make is -------------- (-----------------) RA AMD , of which ---------- (---------------------------) RA The dram is VAT .​

5.2 Work price stable is and The contractor right does not have to demand to add , and Client to reduce that the price .

5.3 Client payment It's a labor. or contract calendar with a schedule In case of acceptance of the specified types of works, stages and volumes in accordance with the procedure provided for in Section 4 of the contract, by non-cash transfer of funds in Armenian drams to the Contractor's current account.

The transfer of funds is made based on the transfer-acceptance protocol, in the months specified in the payment schedule of the contract (Appendix No. 2), but no later than December 25 of the given year.

Moreover, for the purpose of making payment, within 3 working days after the date of signing the handover-acceptance protocol, 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.[[24]](#footnote-24)

5.4 Payments for executive acts within the framework of the contract are made according to the following formula: ВГ=МГ/НГxКС, where:

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

The EPC is the estimated price of construction work published in the invitation.

The scope of work presented in a given executive act is expressed in monetary terms.

The BOM is the amount paid for the work specified in the bill of quantities-estimated estimate.

**6. PARTIES RESPONSIBILITY**

6.1 The Contractor responsibility is carry Work quality and this clause 1.3 of the contract ( including calendar schedule ) is planned deadline maintenance for .

6.2 This by contract intended Work execution deadline to violate in case From the contractor each late workday​ number charged is penalty for execution subject , but unfulfilled Work price 0.05 ( zero) whole five hundredths ( percent ) in size .

6.3 In accordance with clause 3.1.3 of the Agreement intended on the grounds Customer the work on the part of not to be accepted , as also with point 3.1.4 intended in order the contract to solve in case From the contractor charged is penalty - in clause 5.1 of the contract intended sum 0.5 ( zero) whole five decimal ) percent In this case , [[25]](#footnote-25)the penalty is also calculated in the event that the work result is completed within the time period specified in this contract, but is not accepted by the customer.

6.4 In accordance with clauses 6.2 , 6.3 and 6.5.1 of the Agreement intended the penalty and the fine calculated and being offset are To the contractor payable of money with .

6.5 Client by according to clause 5.3 of the contract intended deadlines violation number Customer towards each late workday​ number calculated is penalty for payment subject , but unpaid sum 0.05 ( zero) whole five hundredths ( percent ) in size .

6.5.1 Throughout the performance of the works provided for in this contract, the following liability measures shall be applied to the Contractor for each recorded case of non-compliance with the requirements established by 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 [[26]](#footnote-26).

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

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

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

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

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

**8. OTHER CONDITIONS**

8.1 The Agreement strength in is enter Parties signing from the moment and 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.[[27]](#footnote-27)

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

8.3 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, they would have served as a basis for not concluding the contract in accordance with the legislation of the Republic of Armenia on procurement. Moreover, the Customer shall not bear the risk of losses or lost profits incurred by 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.

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

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

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 lead to an artificial change in the volume of work purchased or the unit price of work purchased or 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.

8.6 If the contract is implemented through subcontracting:

1) The contractor is liable for the failure or improper performance of the subcontractor's obligations.

2) In the event of a change in the subcontractor during the performance of the contract, the Contractor shall notify the Client in writing, providing a copy of the subcontract agreement and the details of the party to it, within five working days from the date of the change.[[28]](#footnote-28)

8.7 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.[[29]](#footnote-29)

8.8 The term of performance of the work may be extended until the expiration of the term specified in the contract, upon the Contractor's proposal, provided that the Customer has not lost the requirement to use the work, and the Contractor's proposal was submitted no later than at least 7 calendar days before the expiration of the term initially specified in the contract for the performance of the work . Moreover, in the case specified in this clause, the term of performance of the work may be extended once for up to 30 calendar days, but not more than the term specified in the contract.

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

The obligations of the parties to the contract towards third parties, including other transactions concluded by the Contractor within the framework of the performance of the contract and the obligations arising from them, are outside the scope of the contract and cannot affect the acceptance of the result of the performance of the contract. 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.

8.10 The contract 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 performance of work 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 performance of work in accordance with the procedure established by the legislation of the Republic of Armenia.

8.11 ­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 “Notices on Unilateral Termination of Contracts” section of the website 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 on 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, it is also sent to the Contractor's email address.

8.12 The Contractor 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 Contractor and their offset with the amounts to be paid, regardless of the fact that the claim has been conceded. Moreover , in the event of receiving a written notification (Appendix N 5) 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.[[30]](#footnote-30)

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

8.14 This the contract composed is from \_\_\_\_ page , is sealed is two from the example , which have equal legal strength , each to the side given is one by one for example . This Annexes N 1, N 2, N 3, N 4, N 4.1 and N 5 to the contract are considered are contract inseparable part .

8.15 This contract back related relationships towards applied is Armenia Republic the right .

8.16 The performance of the work stipulated by the Contract shall be carried out subject to the availability of financial resources for this purpose and by concluding an appropriate agreement between the parties on this basis. The Contract shall be 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 shall begin from the date of acceptance by the Customer of the results of the performance of the work stipulated by 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 qualifications and contract guarantees submitted by the Contractor in the form of a penalty are replaced by a guarantee or cash, taking into account the requirements of subparagraphs “c” of subparagraph 1 of paragraph 32 of Appendix No. 1 to the RA Government Resolution No. 526-N of May 4, 2017 and subparagraph “b” of subparagraph 17 of paragraph 32 of Appendix No. 1. Moreover, the Contractor shall conclusion, and in case of replacement of the qualification and contract security submitted in the form of a penalty, also submits new security to the Client within ---- working days from the date of receipt of the notification of conclusion of the agreement. Otherwise, the contract is unilaterally terminated by the Client.[[31]](#footnote-31)

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

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

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

*Appendix number 1*

"" *20 years ago ." sealed*

*coded contract*

**VOLUME SHEET - PRELIMINARY CALCULATION\***

**ASPHATATION OF WORKS ON THE CENTRAL, 2ND, 3RD AND 12TH STREETS OF TUMANYAN CITY OF TUMANYAN COMMUNITY**

The selected participant must have and present at the stage of contract execution/signature/

* Construction works to carry out alive during contractor the organization need is to have " Urban Planning" in the field licensing and qualification The following license and insert specified in Appendix No. 1 to the RA Government Decision No. 2106-N dated 30 ․ 11 ․ 2023 on the approval of the procedure

|  |  |  |
| --- | --- | --- |
| ***Type of activity subject to licensing*** | ***Type of insert that is an integral part of the license*** | ***License class*** |
| ***Construction implementation*** | transportation routes (highways, railways and airports, artificial structures: bridges, tunnels, overpasses, overpasses, retaining walls, etc.) | ***1st or***  ***2nd class​*** |

* It must also meet the minimum requirements for labor resources and machinery set out in the project.

\* The contractor is performing the work in the city of Tumanyan .

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

*Appendix number 2*

*" " 20 years ago ." sealed*

*coded contract*

**CALENDAR GRAPHIC \***

**ASPHALT PAVING WORKS ON CENTRAL, 2ND, 3RD AND 12TH STREETS OF TUMANYAN CITY OF TUMANYAN COMMUNITY****WORKS PERFORMANCE**

|  |  |  |  |
| --- | --- | --- | --- |
| N h / k | Contractor by to be done works separately types  names | Works execution deadline\*\* | |
| The beginning | The end |
| 1 | Asphalting works on the Central, 2nd, 3rd and 12th streets of Tumanyan town, Tumanyan community | From the moment of signing the contract | November 25, 2025 |
| **ONLY** | |  |  |

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

*\* The term of performance of the works, and in the case of phased execution of the contract, the term of the first phase, must be set at least 20 calendar days, the calculation of which is made on the day of entry into force of the condition for the fulfillment of the rights and obligations of the parties stipulated by the contract, except for the case when the selected participant agrees to perform the work within a shorter period. This condition does not apply to the procurement of construction works carried out with design documents that have undergone an examination.*

*\*\* If the contract is concluded on the basis of Part 6 of Article 15 of the RA Law "On Procurement", then in the <<Start>> column, the beginning of the term is indicated on the day of entry into force of the agreement concluded between the parties, if financial resources are envisaged , and in the "End" column, the implementation period is set in calendar days .*

*Appendix No. 3*

*" " 20 years old. sealed*

*coded contract*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE \*

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Work | | | | | | | | | | | | | | | |
| 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 2020, by month, including\*\* | | | | | | | | | | | | |
|  |  |  | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|  | 45231187 | Community share | ... % | ... % | ... % | ... % | ... % | ... % | ... % | 15 % | 25 % | 35 % | 4 5 % | 5 5 % | 55 % |
|  |  | State share |  |  |  |  |  |  |  |  |  |  |  |  | 45 % |

*\* 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.​ |  | **PAYER**  ---------------------------------  / signature /  K. T.​ |

*Appendix number 4*

*" " 20 years ago ." 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 has performed the following work :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N | Done works | | | | | | | |
| 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.

|  |  |
| --- | --- |
| He handed in the work. | Accepted the job |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 4.1*

*" " 20 years ago . 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 Contractor name

(hereinafter referred to as the defendant ) between N, signed in 20

contract signing date contract number

Within the framework of the purchase agreement, the Contractor In 2019, the following works were handed over to the Client for acceptance:

|  |  |  |
| --- | --- | --- |
| Work | | |
| 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. 5*  *" " 20 years old. sealed*  *coded contract*  NOTICE  reports That is .​  financial agent name   1. "-- " and " --" 20 years. signed   client 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  contractor name  the contract,   1. complies with the requirements set forth in clause 8.12 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 purchase from a single person 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 model document, in all sections, points and paragraphs, including in the model 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 "purchase from a single person on the basis of urgency", and in the code, the word "BMSHDB" with the words "GHASHDB" or "HMAASHDB", respectively.* [↑](#footnote-ref-1)
2. *If the purchase price does not exceed the thresholds set by the World Trade Organization's Agreement on Government Procurement, this sentence is removed from the announcement .* [↑](#footnote-ref-2)
3. *The point , as also on the 1st of the invitation Part 7​ the department from the invitation being removed is , if:*

   *- the procedure being organized is " Purchasing " about " RA" 15th of the law Article 6​ Based on paragraph 1 of part on ,*

   *- purchase by request data procedure in the frame to be purchased works price (planned (anticipated) purchase total) price) no exceed 25 million . RA the money .*

   *- purchase implemented is urgency based on agreed one from a person purchase in the form of :*

   *This condition application in case being edited are invitation points , sections and their done links :* [↑](#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:*

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

   *the price of the work to be purchased within the framework of this procedure with the procurement application ( the total planned (anticipated) purchase price) 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. *The subparagraph is deleted if no requirement for securing the application is specified.*

   *9 Sub-item and paragraph are deleted if the subject of the procurement is not construction work .* [↑](#footnote-ref-8)
9. *The penultimate paragraph of point 7.1 is deleted if the procurement procedure is not organized on the basis of point 2 of part 6 of Article 15 of the Law .* [↑](#footnote-ref-9)
10. *This point is removed from the invitation if the procurement procedure is not organized in batches.* [↑](#footnote-ref-10)
11. *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law “On Procurement” and the total planned (anticipated) purchase price of the works to be purchased within the framework of this procedure with the procurement application exceeds 25 million AMD, then in clause 7.4 the words “90 (ninety) working days” are replaced with the words “one hundred and twenty working days”.* [↑](#footnote-ref-11)
12. *This sentence is removed from the invitation if the procurement procedure is not organized in batches.* [↑](#footnote-ref-12)
13. *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 a 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 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 concluded, 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-13)
14. *If the purchase price of a given share in the purchase order:*

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

    *-- does not exceed eighty times the base unit of the procurement, but exceeds twenty-five times, then the words << penalty (Appendix 4.2) or >> are removed from this paragraph, and the number <<20>> is replaced by the number <<90>>,*

    *- exceeds eighty times the base unit of the procurement, then the words <<penalty (Appendix 4.2) or >> shall be removed from this paragraph, the number <<15>> shall be replaced by the number <<30>>, and the number <<20>> shall be replaced by the number <<90>>,* [↑](#footnote-ref-14)
15. *If:*

    *- if the regulation set out in paragraph 4 of point 10.2 does not apply within the framework of this procedure, then this paragraph shall be removed from the invitation, and the words “or Annex 4.1” shall be removed from paragraph 5.*

    *- within the framework of this procedure, the regulation set out in paragraph 4 of clause 10.2 is applied, then instead of paragraphs 4 and 5, the following condition is set: “After accepting the result of each stage of the contract execution, the amount of the qualification security is reduced in proportion to the amount of that stage.” : Ensuring qualification in the form of a guarantee The selected participant submits in accordance with Appendix 4.1.”, and Appendix 4 is removed from the invitation.* [↑](#footnote-ref-15)
16. *If the price of the work to be purchased by the purchase order does not exceed 25 million AMD, then* *The words “in the form of a bank guarantee or cash” are replaced with the words “in the form of a unilaterally confirmed statement of penalty (Appendix 5.1) or cash” and the number <<90>> mentioned in paragraph 3 is replaced with the number <<20>>.* [↑](#footnote-ref-16)
17. *This point is edited according to the relevant client .* [↑](#footnote-ref-17)
18. 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-18)
19. *If by invitation application provision presentation demand defined not , then this the point from the invitation being removed is .*

    *22 Point is omitted if the subject of the purchase is not construction work.* [↑](#footnote-ref-19)
20. *This appendix is removed from the invitation if the subject of the procurement is not construction works.* [↑](#footnote-ref-20)
21. *This clause shall be removed from the draft contract if the construction project being purchased requires design documents.* [↑](#footnote-ref-21)
22. *This clause is removed from the draft contract if not applicable.* [↑](#footnote-ref-22)
23. *Paragraph 2 of clause 4.1 shall be removed from the draft contract if the subject of the procurement is not the construction project.* [↑](#footnote-ref-23)
24. *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-24)
25. *If the contract was concluded on the basis of Article 15, Paragraph 6 of the RA Law "On Procurement", the fine is calculated against the price of the agreement within the framework of which the circumstance of non-fulfillment or improper fulfillment of the obligations undertaken was recorded.*

    *If the contract includes more than one installment, the penalty is calculated on the total price set for that installment in the contract .* [↑](#footnote-ref-25)
26. *If the subject of the procurement is not a construction project, clause 6.5.1 shall be removed from the draft contract, and the words "and approved design estimates" shall be removed from clause 1.2, and the reference to clause 6.5.1 shall be removed from clause 6.4.* [↑](#footnote-ref-26)
27. *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-27)
28. *This clause shall be removed from the contract if the contract is not implemented through subcontracting .* [↑](#footnote-ref-28)
29. *This clause is removed from the contract if the contract is not implemented through the conclusion of a joint activity (consortium) contract.* [↑](#footnote-ref-29)
30. *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-30)
31. *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 qualification and 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-31)