*Appendix No. 5*

*RA Minister of Finance, March 24, 2025*

*Order No. 110-A*

*Exemplary form*

ANNOUNCEMENT

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

Announcement this text approved is evaluator commission

20 25 year May 08​ Decision No. 01 number " by decision "

Procedure Code : LM-TH-GHSDB-24/13

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

This procedure as a result chosen participant defined in order will be offered to seal **pests against to fight services** hand bring delivery contract ( hereinafter referred to as the contract ) .

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

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

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

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

This to the procedure participation applications necessary is to present electronic in electronic form Armeps ( [www.armeps.am](http://www.armeps.am) ) procurement system through until this announcement publication from the day counted as 7th day at 1:00 p.m. Applications, in addition to Armenian, can also be submitted in English or Russian.

Applications the opening place will have electronic in the form of : electronic Armeps procurement system through this​ announcement publication from the day counting down the 7th day . at 11:00.

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

This announcement back related additional information to receive number can you apply evaluator commission Secretary : **Margarit Chatinyan**

first name , last name

Phone **093628881**

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

Client **: RA Lori province Tumanyan municipality**

***Tumanyan municipality***

INVITATION

**ASSESSMENT REQUEST FOR PROCUREMENT OF PEST CONTROL SERVICES FOR THE NEEDS OF TUMANYAN MUNICIPALITY**

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

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

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

*At the same time:*

*- the application electronic When entering the Armeps (www.armeps.am) procurement system ( hereinafter referred to as the system ) necessary is to be guided* [*www.procurement.am*](http://www.procurement.am) *at the address current shopping official newsletter " Legislation "" department " Guides , manuals " subsection installed* [*Electronic shopping execution guide*](http://gnumner.am/website/images/original/%D5%88%D5%92%D5%82%D4%B5%D5%91%D5%88%D5%92%D5%85%D5%91.docx) *who ?*

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

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

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

**CONTENT**

**TUMANYAN'S MUNICIPALITY NEEDS FOR : PESTS AGAINST FIGHT SERVICES HAND BERMAN FOR PURPOSE ANNOUNCED EVALUATION QUESTIONNAIRE INVITATION**

**PART I.​**

1. Purchase subject description

2. Participant participation right requirements and their evaluation order , selected participant to be recognized in case qualification provision to present conditions

3. Invitation clarification and invitation change to perform order

4. The application to present order

5. Application price the offer

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

7.

8. The Jews opening , evaluation and results summary

9. Contract sealing

10. Qualification and contract provisions

11. Procedure failed announcement

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

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

1. General provisions

2. Procedure the application

3. Appendices 1-6

This the invitation provided is in addition LM-TH-GHSDB-24/13 with code held quotation of the request ( hereinafter referred to as the procedure ) statement .

This the invitation to be formed is shopping about Armenia legislation , that including : " Purchases" about » RA Law ( hereinafter referred to as the Law ), RA Government Decree No. 526 of May 4 , 2017 by decision approved " Purchases" process " Organization " order ( hereinafter referred to as the Order ), RA government's 2017 budget April 6th , N 386- N by decision approved electronically​​ in the form of shopping order of execution and other legal acts to the requirements appropriate and goal has Tumanyan Municipality ( hereinafter referred to as the Client ) by announced to the procedure to participate intention having to inform persons ( hereinafter referred to as participants ) procedure conditions of purchase subject , procedure holding , selected participant to decide and his/her back contract to seal about , how also to assist procedure the application while preparing .

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

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

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

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

PART I

1. **PURCHASE SUBJECT THE CHARACTERISTICS**

### 1.1 Purchase subject is serving the needs of the Tumanyan Municipality number pests against to fight procurement of services ( hereinafter also referred to as service ) which​ grouped are in one dose :

|  |  |  |
| --- | --- | --- |
| ***Dimensions numbers*** | | ***Size name*** |
| ***numbers*** | ***purchase price*** |
| 1 | 390000 | pests against to fight services |

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

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

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

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

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

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

5) which the application to present day as of included are Eurasian economic to the union member countries shopping about legislation according to published shopping to the process to participate right having none participants on the list .

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

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

Participant included is shopping to the process to participate right having none participants on the list ( hereinafter also list ), if :

* to violate is by contract intended or purchase process in the frame undertaken the obligation which led to is customer's by contract one-sided to the solution or purchase to the process data participant further participation termination and participant by invitation and ( or ) by contract defined within the deadline no to pay application , contract and ( or ) qualified provision the amount .
* as chosen participant refuse or to be deprived is contract to seal from the right .

2.2 Participation right evaluation number participant by request need is to present his/her by approved by this 2nd of the invitation part 2. 1 with a dot intended written Announcement : Except this with a dot intended from the announcement participation right evaluation number from the participant , that among chosen from the participant other documents or justifications are not can required . Participant announcement authenticity evaluator The committee ( hereinafter referred to as the committee ) evaluates is this by invitation defined under the conditions .

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

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

119th in the order point in the sense of :

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Participant chosen participant to be recognized in case present is qualification ensuring: this by invitation defined in order and in the amount of .

2.5 This procedure in the frame to be sealed the contract can is implemented agency contract to seal through. Agency contract side no can to be this 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 . Total in which , consortium member from the consortium out to come in case consortium back to the client sealed the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility the means .

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

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

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

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

3.3 Clarification no provided if​ the request done is this Whose share ? defined deadline in violation , as also if​ the request out is this invitation content from the frame . 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 Each someone right has until invitation changes execution number defined deadline expiration , electronic mail through evaluator commission to the secretary to present justifications by invitation defined purchase subject characteristics: by law intended competition provision and discrimination exclusion requirements from the point of view of: without to celebrate name Last name : Submitted the justifications acceptable to be considered in case evaluator the committee defined within the deadline with them agreed changes is performance in the invitation .

3.6 Invitation changes to be done in case applications to present deadline counting is that changes about in the system and newsletter announcement publication since the day. That in case participants obliged are to extend their presented application provision validity deadline or to present application new provision.

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

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

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

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

4.2 Procedure applications necessary is to present system through no later than​ this procedure the announcement and the invitation in the system to be published from the day counted from the 7th day, at 11:00. Applications submitted after the deadline for submitting applications will not be accepted into the system. by.

4.3 Participant by request present is :

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

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

b ) confirming: chosen participant to be recognized in this case , by invitation defined in order and within the deadline qualification provision to present obligation about .

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

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

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

2) his by approved price proposal​

3

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

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

Total in which jointly activity in the manner ( consortium ) of this to the procedure to participate in case:

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

**5. APPLY PRICE THE OFFER**

5.1 Recommended price service 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 by request system through .

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

a ) m of the same gender price suggestions assessment n and comparison implemented are without this at the point mentioned floor of money calculation .

b ) cars , devices and equipment repair services purchase in case , the participant price the offer present is account taking this by invitation defined​ service each type delivery unit maximum prices   
the total , meaning having that​ sealable contract in the frame served services in front of payments implemented are following with the formula: VG = MG / NG x T x C , where:

VG - n by contract defined separately type services delivery in front of payable the money is .

MG​​ chosen participant proposed total the price is .

Internal Affairs​ service delivery number defined maximum unit prices the total is .

T - n served service maximum unit the price is

K - n served service quantity is .

Participant the application subject not rejection if :​

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

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

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

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

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

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

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

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

**AND THEM BACK TO TAKE THE ORDER**

6.1 Law 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 the procedure failed being announced.

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

**8. APPLICATIONS OPENING , EVALUATION AND**

**RESULTS SUMMARY**

8.1 Applications the opening will be done system through this​ procedure the announcement and the invitation in the system to be published from the day calculated September 3, 2024 at 11:00 am .

Applications opening and evaluation in session commission the chairman ( the session) the chairman ( of the meeting ) announce is opened and in the open ­air is purchase by request defined : this procedure in the frame to be purchased services purchase price: one in number expressed as​ also applications presented participants price suggestions: one in number expressed , basis accepting in letters what is written .

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

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

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

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

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

8. 4 Selected participant decided is sufficient​ evaluated applications presented participants from number : minimum price proposal presented m assani preference to give on principle. Total in which the commission by chosen and such unrecognized to the participants when deciding price suggestions assessment and comparison implemented is without this on the 1st of the invitation Part 5.2​ at the point mentioned floor of money calculation , and applications when evaluating base is acceptance coordination​ 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 : Central Bank of the Republic of Armenia at the exchange rate set by the bank .

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

a . selected and such unrecognized to my friends to decide for the purpose commission in session equal prices presented m of the same sex back behave are simultaneous negotiations , if at the meeting present are those members ( respectively ) authority having representatives ),

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

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

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

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

8.7 If invitation requirements towards sufficient evaluated applications presented participants prices exceed are purchase the price , then evaluator the committee can is low price proposal presented participant to announce chosen participant: on condition that the latter back sealable by contract intended parties rights and responsibilities strength in are enter purchase price superior to the extent additional financial resources to be planned and its basis on parties between agreement to seal in case : In in which the agreement being sealed is additional financial means to be planned subsequent fifteen working day during: services delivery 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 On demand in case any participant copies of applications commission the secretary immediately provision is similar demand presented other to the participant . On demand execution impossibility in case demand presented to the person immediately provided is application included the documents which the latter getting to know each other is in place , right has take a photo them and return is commission to the secretary session during: without to hinder commission normal activity .

8. 9 If applications opening and evaluation session during implemented evaluation as a result­ participant application being recorded are discrepancies: invitation requirements towards , including it in the event that application included: Armenia Republic resident being participant by approved documents or their one part approved are not electronic digital with signature , then the committee one working per day suspends is the session , and commission the secretary the same the day its about system through informs is m associating, offering until suspension deadline the end to fix inconsistency .

Participant to be sent notification in more details being described are application price of a crossing during discovered all inconsistencies .

8. 10 If this invitation 8. 9th​​ with a dot defined within the deadline m the relative pronoun correction is recorded the discrepancy , then the latter the application being evaluated is sufficient : opposite in case data participant the application being evaluated is insufficient and rejected is , and chosen participant is recognized subsequent place occupied participant .

8. 11 Commission member or the secretary no can participate commission to the works , if commission activity it becomes clear in the process is that​ the latter by founded or shareholder​​​​ the organization , or their close by kinship or with care related person ( parent , spouse , child , brother , sister , grandmother , grandfather , grandchild , 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 this procedure in relation to interests collision having commission member or the secretary immediately self-exclusion is reports from this procedure : 8.12 Applications from opening and from being evaluated after being compiled is protocol : shopping about Armenia by law defined In order : Total in which commission session protocol in more details being described are applications evaluation as a result recorded discrepancies and with them agreed applications rejection The foundations : The protocol signing are commission at the meeting present the members.

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

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

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

8.14 Law 6​ Article 1​ Part 6​ with a dot intended the foundations in application to come in case customer's leader reasoned decision basis on authorized body participant inclusion is shopping to the process to participate right having none participants List : Customer leader reasoned decision authorized body publication is in the newsletter .

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

Is it true?

* this with a dot intended for: authorized body​ decision to be presented deadline to expire day as of participant or the contract sealed person to pay is application , contract and ( or ) qualified provision the amount , then client data participant on the list to include reasoned decision no present authorized body​
* participant or the contract sealed person by application , contract and ( or ) qualified provision of money payment implemented is authorized body​ decision to be presented deadline to be completed later , but no later than​ authorized body by participant on the list to include number defined forty-day deadline completion , 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 .

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

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

8.16 This invitation 1​ in paragraph 8.9 of the part mentioned documents participant defined 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 present to be commission at the sessions. Participants or them representatives can are to demand commission sessions protocols copies that​ provided are one calendar day during.

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

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

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

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

8. 19​

8. 20 Selected participant by the contract to refuse to sign ( or ) contract to seal from the right to be deprived of in case commission by decision chosen participant is recognized subsequent place occupied participant: this on the 1st of the invitation Part 8.13 to 8.19​ with dots defined procedure by application .

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 you don't ­agree , then data participant the application rejected is .

8 .2 2 This on the 1st of the invitation Part 8. 2 1 point application for the purpose can is to be invited commission extraordinary session.

8. 23 Selected​ participant to decide session at the end subsequent working the day commission secretary:

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

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

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

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

Inactivity deadline this procedure In this case, it is 10 calendar days. The period of inactivity is applicable.

- no, if only one participant has submitted a bid, with whom a contract is concluded,

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

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

**9. CONTRACT​ SEALING**

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

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

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

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

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

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

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

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

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

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

10.2 Qualification provision size equal is the purchase price of the services to be purchased within the scope of this procedure fifteen percent . If the purchase price of the services is less than the price of the contract to be concluded, the amount of the qualification guarantee is calculated in relation to the price of the contract. Qualification provision is being presented penalty ( Appendix 4.2 ) or​ cash money , or banks by willing guarantees In this way , ensuring need is valid be at least until contract execution result from the customer by complete The 20th working day following the date of admission is included .[[2]](#footnote-2)

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 separately for each lot or one qualification security for all lots. In case of submission of one qualification security, its amount shall be calculated against the total purchase prices of the submitted lots, taking into account the requirements of paragraph “c” of sub-clause 1 of clause 32 of the Procedure. The qualification security submitted in cash shall be transferred to the treasury account “900008000698” opened in the name of the authorized body in the Central Treasury.

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

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

The selected participant shall submit the qualification assurance in the form of a bank guarantee in accordance with Annex 4 or Annex 4.1.[[3]](#footnote-3)

Moreover, if service 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 10 percent of the purchase price . If the purchase price of the services provided for in the draft contract is less than the price of the contract to be concluded, the amount of the contract security is calculated in relation to the contract price. The contract security is submitted in the form of a bank draft (Appendix 5) or cash.[[4]](#footnote-4)

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 90th business day following the last day of full performance of the obligations set forth in the contract to be concluded, inclusive. The contract security shall be returned to the person who submitted it in the event of full performance of the obligations assumed under the concluded contract, within 5 business days following the expiration of the period for full performance of the obligations.

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

10.4 If the procurement procedure is organized on the basis of Part 6 of Article 15 of the Law and no financial resources are provided at the time of the emergence of the authority to conclude the contract, then the 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:

If 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 form of who (appendix: 5 ․ 2).

10.6 If a contract concluded within the framework of a procurement procedure organized in installments is terminated in respect of any installment due to non-performance or improper performance, the 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 case of security submitted in the form of cash, to the Ministry of Finance of the Republic of Armenia, within five working days following the date on which the basis for the return of the security arises , attaching a copy of the document submitted with the application justifying the payment;

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

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

**11. PROCEDURE UNEXPECTED DECLARING**

11. 1 Law 37​ article according to the committee this the procedure failed is declare if :​

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

2) cessation is existence to have purchase requirement : In in which of necessity or communities needs number organized purchase the procedure can is completely or partial failed to be announced respectively Armenia Republic government or community council of elders , other customers in case of general management implementing authorized body leader , and foundations in case trustees council decision basis on[[5]](#footnote-5)

3) no one application no presented .

4) contract no being sealed.

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

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

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

**ACCEPTED DECISIONS TO COMPLAINT PARTICIPANT**

**THE RIGHT AND THE ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART II**

**H R A H A N G**

**PREPARATION OF THE EVALUATION QUESTIONNAIRE**

**1. GENERAL PROVISIONS**

1.1 This the instruction goal has to assist to my friends the application while preparing.

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

Participant by request present is his/her by approved :

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

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

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

2.3 joint activity the contract , if participants purchase to the procedure participates are jointly activity in order ( by consortium ).[[6]](#footnote-6)

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

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

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

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

**Appendix No. 1**

LM-TH-GHSDB-24/13 **\* with code**

**EVALUATION QUESTIONNAIRE invitation**

**APPLICATION STATEMENT \***

###### EVALUATION QUESTIONNAIRE to participate

reports is that​ desire has participate

participant name

of​ by LM-TH-GHSDB-24/13 with code announced

customer's name

quotation survey the dose ( s ) and invitation

dose ( s ) number

to the requirements appropriate present is application :

- n reports and confirmation is that​ being is

participant name

resident​

country name

- to:

participant name

* floor payer registration number is : .

floor payer registration number

* electronic mail address is : .

electronic mail address

* activity address is .

activity address

phone number is .

phone number

Hereby - n announce and confirmation is that :

participant name

1) - n and himself interconnected persons

participant name

satisfaction are LM-TH-GHSDB-24/13 with code quotation survey by invitation defined participation right to the requirements and - n undertakes is chosen

participant name

participant to be recognized in case , by invitation defined in order and within the deadline , submit qualification provision .

2 ) LM-TH-GHSDB-24/13 with code quotation survey​ to participate within the framework of :

* weak no gave and ( or ) weak no to give dishonest competition , dominant position abuse and anti-competitive agreement ,
* absent is by invitation defined : in​

participant name

interconnected persons and ( or ) of​

participant name

by founded or more than fifty percent in​

participant name

belonging shareholder​​​​ organizations simultaneous participation case​

Below present is of​ real beneficiaries regarding

participant name

information containing website link: ---- ------------------ ----------------------------- \*\*

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

K. T.​​

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

*\*\* - Armenia resident presenter participant application the announcement when filling note is " Legal" persons state registration , legal persons departments , institutions and individual entrepreneurs state registration about » law according to: legal persons state registry at the agency registered: his/her real beneficiaries regarding information containing website link:*

*- If participant no being Armenia resident , then application - statement when filling << information containing website link: >> words replacement is << declaration: according to in the words of annex 1,2 >> ,*

*- if participant individual entrepreneur is or physical person , then real beneficiaries regarding information no presents :*

**Appendix 1.2\*\***

LM-TH-GHSDB-24/13 **with code**

**EVALUATION QUESTIONNAIRE invitation**

FORM

REAL BENEFICIARIES ABOUT DECLARATION

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

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

* 1. *The statement presenting person*

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

* 1. *Declaration presentation*

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

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

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

* 1. *The organization supervisor legal person data*

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

* 1. *Control level*

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

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

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

* 1. *International organization participation*

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

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

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

* 1. *Person confirming the document*

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

* 1. *Person registration address*

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

* 1. *Person residence address*

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

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

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

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

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

* 1. *Real beneficiary status regarding information*

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

* 1. *Real beneficiary contact data*

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

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

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

* 1. *Real beneficiary data*

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

* 1. *Intermediate legal person shares listing data*

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

1. **Additional notes**

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

**I. Declaration filling order**

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

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

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

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

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

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

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

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

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

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

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

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

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

*\*\* 1.2 the application no being presented participant by if the latter being is Armenia resident , as also if participant individual entrepreneur is or physical person*

**Appendix 2**

LM-TH-GHSDB-24/13 **\* with code**

**quotation survey invitation**

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

Studying LM-TH-GHSDB-24/13 \* with code quotation survey the invitation , that among to be sealed contract the project , - n offer is

participant name

the contract to do the following general at prices .

Armenia money

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Size -**  **departments numbers** | **Service name** | **Value (** cost price) and predicted profit the total ) **/ in letters and in numbers /** | **VAT \*\***  **/ in letters and in numbers /** | **General price**  **/ in letters and in numbers /** |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5=3+4*** |
| **1** | << Purchase subject portion name N1>> |  |  |  |
| **2** | << Purchase subject portion name N2>> |  |  |  |
| **3** | << Purchase subject portion name N3>> |  |  |  |
| **…** | ... |  |  |  |
| **…** | ... |  |  |  |

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

participant name ( of the leader) position , 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 noted is the 4th in the column.*

**Appendix 4.2**

LM-TH-GHSDB-24/13 **\* with code**

**EVALUATION QUESTIONNAIRE invitation**

**PUNISHMENT ABOUT AGREEMENT**

**( qualification) provision )**

Yerevan city​ " » 20 years .

, in face Company director

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

1. **Consent​ the subject**

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

customer's name

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

procedure the code

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

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

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

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

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

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

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

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

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

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

1. **Other conditions**

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

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

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

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

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

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

company name

company address

to the company attendant bank name

company banking account number

company floor payer registration number

company director's first name , last name and signature

K. T.​

Day / month / year

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

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

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

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

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

**Appendix 5.1**

**LM-TH-GHSDB-24/13 \* with code**

**EVALUATION QUESTIONNAIRE invitation**

**PUNISHMENT ABOUT AGREEMENT**

**( contract) provision )**

Yerevan city​ " » 20 years .

, in face Company director

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

**1 ․ Consent the subject**

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

customer's name

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

procedure the code

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

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

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

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

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

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

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

1.4 Company by purchase procedure as a result sealed the contract to fail to comply or no proper to perform in case Client this punishment the agreement and adjacent The demand letter with originals present is Payer To the bank : that about written informing To the Company : This punishment the agreement and adjacent The demand letter 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 Client Payer to the bank can is to present other additional documents .

* 1. Payer Bank by P- mail mentioned of money payment as a result Company caused risks ( Company) worn damages ) and negative consequences number The bank any responsibility no wear​ The bank obliged not to check Company by contract conditions to violate the facts .
  2. It in case , when Company account means are not satisfies : 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 the agreement and adjacent The warning sign Bank from presenting after , from the Bank independent for reasons , ten working day during To the client the amount not to be paid In case , the Client non-payment back related Company about information transfer is << ACCRA Credit Reporting >> CJSC ( Credit) bureau ).

**2 ․ Other conditions**

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

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

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

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

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

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

company name

company address

to the company attendant bank name

company banking account number

company floor payer registration number

company director's first name , last name and signature

K. T.​

Day / month / year

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

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

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

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

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

**Appendix 6**

**LM-TH-GHSDB-24/13 \* with code**

**EVALUATION QUESTIONNAIRE invitation**

**STATE NEEDS FOR SERVICES DELIVERY**

**STATE PURCHASE CONTRACT**

**N**

c . " » 20 years .

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

**1. Contract the subject**

1.1 Client assignment is , and Performer undertaking is ------------------ services delivery obligation ( hereinafter referred to as the " service ") in accordance with this integral part of the contract ( hereinafter referred to as the contract ) part with appendix N 1 defined Technical description - purchase schedule requirements .

1.2 The Service served is with Annex No. 1 to the contract defined Technical description - purchase on schedule appropriate and defined with deadlines .[[7]](#footnote-7)

**2. PARTIES RIGHTS AND DUTIES**

2.1 Client right has :

2.1.1 Any time to check Performer by served service process and quality : without to intervene Performer activity .

2.1.2 If to be served is in Annex N 1 to the contract mentioned Technical description - purchase on schedule inconsistent service​

a ) Do not accept the service: his/her at your discretion defining inappropriate quality the service to the contract corresponding with service gratuitous replacement reasonable deadline and to demand From the performer to pay according to clause 5.2 of the contract intended the penalty , as also with point 5.3 intended the penalty .[[8]](#footnote-8)

b ) Refuse the contract from performing and to demand to return service number paid the amount and to demand From the performer to pay according to clause 5.2 of the contract intended the penalty .

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

a ) served the service no correspond with Annex No. 1 to the contract defined requirements ,

b ) violated is service delivery the deadline.

**2.2 Client obliged is :**

2.2.1 Discuss and accept Technical description - purchase on schedule appropriate served service the result , and service as a result shortcomings to discover in those cases about immediately written to report To the performer.

2.2.2 Service the result to accept in case To the performer to pay the latter by served proper service in front of payment subject the money , and paid deadline violation in case also according to clause 5.5 of the contract intended the penalty.

**2.3 The performer right has :**

2.3.1 From the Client to demand to pay proper served service in front of payment subject the money , and Customer by in clause 4.2 of the contract mentioned payment deadline violation in case: also according to clause 5.5 of the contract intended the penalty.

**2.4 The performer obliged is :**

2.4.1 Annex No. 1 to the Agreement defined under conditions to provide service proper delivery , guided current by legislation.

2.4.2 By contract intended in cases to pay under clauses 5.2 and 5.3 of the contract intended the penalty and the fine.

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

2.4.4 Construction works execution during design deviations to emerge in case Performer To the client payment is fine: each recorded deviation as a result caused loss in size : Total in which:

a . deviation is considered construction works execution during initial project ten percentage superior additional volume works in application coming , and fine size equal is additional volume works of value twenty-five percent ,

b . loss are considered design such the deviations that leads to are actually done works change ( demolition , reconstruction) and etc. ) and additional works performance , and fine size equal is loss led to: actually done works of value fifty percent .[[9]](#footnote-9)

**3. SERVICE TRANSFER AND ADMISSION THE ORDER**

3.1 Delivered the service accepted is Customer and Performer between delivery - acceptance protocol signed by : Service To the client to hand over the fact fixed is Customer and Performer between bilateral approved with the document: noting document compilation date :[[10]](#footnote-10)

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

3.2 If served the service correspond is contract to the conditions , the Client in clause 3.1 of the contract mentioned documents to receive on the day subsequent working from the day calculated working day during signing and electronic armeps procurement system through To the performer is provision his/her by signed delivery - acceptance the protocol and its signing number base held positive the conclusion .

3.3 If served the service or its one part no correspond contract conditions , then Client no signing delivery - acceptance the protocol and in clause 3.2 of the contract mentioned within the deadline electronic armeps procurement system through To the performer back is return delivery - acceptance the protocol and its non-signature number base held negative Conclusion : This point application in case Client undertaking is similar situation number by contract intended means and Performer towards application is by contract intended responsibility resources.

3.4 If according to clause 3.2 of the contract defined within the deadline Client no acceptance served the service or no rejection its acceptance , then served the service considered is accepted and according to clause 3.2 of the contract defined­​ on the deadline subsequent working the day Client electronic shopping system through To the performer is provision his/her by signed delivery - acceptance the inscription ­.

**4. CONTRACT PRICE**

4.1. This by contract Performer delivery subject service price to make is \_\_\_\_\_\_ (\_\_\_\_ in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) RA drams , including VAT .​​[[11]](#footnote-11)

Price inclusion is Performer by implemented all the expenses - that among taxes , duties and Armenia by law defined other the fees.

Service delivery price stable is and The performer right does not have to demand to add , and Client to reduce that the price.

4.1.1 Contract from the price : to ----------- (--------------------------) RA The money , the Client transfer is Performer banking on account of : as advance payment. Prepaid redemption implemented is delivery - acceptance protocols basis on ongoing from payments to make deductions ( withholdings ) in a way. Total in which until advance payment complete redemption , to the Executor payments are not is happening .[[12]](#footnote-12)

4.2 Client himself served service in front of payment is 3rd of the contract by share intended in order to accept in case: Armenia in dollars non -cash : monetary means Performer computational on account to transfer through. Monetary means the transfer happening is delivery - acceptance protocol basis on the contract payment Scheduled ( Appendix N 2 ) the years , but no later than​ until data of the year December --- .​

Total in which payment to perform for the purpose delivery - acceptance the protocol to be signed from the day after 3 working days day during client payment the assignment and delivery - acceptance protocol copy input is authorized body treasury system , and defined order according to presented documents basis on authorized body data payment performance is delivery - acceptance the protocol treasury system entered to be in case: this contract payment on schedule defined within the time limits , five working day during .[[13]](#footnote-13)

4.3 Cars , devices and equipment repair services in case , provided services in front of to payments implemented are following with the formula: VG = MG / NG x T x C , where:

VG - n by contract defined separately type services delivery in front of payable the money is .

MG​​ chosen participant proposed total the price is .

Internal Affairs​ service delivery number defined maximum unit prices the total is .

T - n served service maximum unit the price is .

K - n served service quantity is .[[14]](#footnote-14)

1. **PARTIES RESPONSIBILITY**

5.1 The performer responsibility is carry service delivery of the contract requirements maintenance for.

5.2 Annex 1 to the Agreement mentioned technical to the description inconsistent service to serve each in case From the performer charged is penalty - in clause 4.1 of the contract intended sum 0.5 ( zero) whole five decimal ) percent in the amount of .[[15]](#footnote-15) Total in which the fine calculated is also the service this by contract defined within the deadline to serve , but customer's by that not to be accepted in case .

5.3 By contract intended service delivery deadline to violate in case From the performer each late working day number charged is penalty for serving subject , but undelivered service price 0.05 ( zero) whole five hundredths ( percent ) in size.

5.4 Pursuant to clauses 5.2 and 5.3 of the Agreement intended the fine and the penalty calculated and being offset are service to serve as a result To the performer payment subject of money with.

5.5 Client by according to clause 4.2 of the contract intended deadline violation in case Customer towards each late working day number calculated is penalty for payment subject , but defined within the deadline unpaid sum 0.05 ( zero) whole five hundredths ( percent ) in size.[[16]](#footnote-16)

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

5.7 Penalties and ( or ) fine payment To the parties no release their contractual obligations completely and proper: by contract defined to the requirements appropriate from doing.

**6. INVINCIBLE FORCE IMPACT** **( FORCE MAJOR )​**

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

**7. OTHER CONDITIONS**

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

By contract intended parties rights and responsibilities execution condition is being the contract Armenia finance ministry by registered to be the circumstance .[[17]](#footnote-17)

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

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

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

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

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

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

7.6 If the contract carried out by is agency contract to seal through

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

2) contract execution during agent change in case Performer​ written informs is To the client: providing agency contract copy and its side being person data: the change to be done from the day five working day during .[[18]](#footnote-18)

7.7 If the contract implemented is jointly operating ( consortium ) agreement to seal through , then that contract participants carry are jointly and co-responsible Responsibility :​ in which , the consortium member from the consortium out to come in case the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility the means .[[19]](#footnote-19)

7.8 Service delivery​ deadline can is to extend until by contract that deadline completion : Performer written offer availability in the case , provided that Customer number service delivery the requirement no disappeared , and Performer written the offer presented is no later than​ by contract in from the beginning services delivery number defined deadline upon expiration at least 7 calendar day before : In in which this with a dot defined in case service delivery​ deadline can is to extend one times up to 30 calendar days by day , but no more than than by contract defined deadline is .

7.9 Contract proper execution under the conditions parties ( Performing) or Customer ) benefits ( savings ) or worn damages data side the benefit or worn the damage are.

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

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

7.11 Performer by undertaken obligations to fail ­to perform or no proper to perform based on the contract completely or partial one-sided to solve about the notification Client publication at www.procurement.am​ current internet website « Contracts one-sided to solve about notifications » in the section by indicating publication Date : Executor , contract one-sided to solve regarding , considered is proper notified : the notification , this with a dot defined to be published subsequent from the date : Contract completely or partial one-sided to solve about the notification newsletter to be published the day Client it sending is also Performer electronic to the mail .

7.12 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.

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

7.14 This contract towards applied is Armenia Republic the right.

7.15 By contract intended services delivery implemented is that for the purpose financial means availability and its basis on parties between appropriate agreement sealing via : Contract dissolving is , if it to seal on the day subsequent six of the month during that for the purpose contract execution number financial resources are not planned : Total in which each next the agreement to seal number financial means planning number this with a dot given six months old period calculation begins previous by agreement defined service delivery result alive in volume customer's by to be admitted from the date : If contract execution number allocated financial means size exceed is shopping basic unit twenty-five times , then Customer by agreement will be sealed if Performer by punishment in the form of presented qualification and contract provisions being replaced is with guarantee or cash with money - account taking Armenia government's 2017 budget May 4th , N 526- N Annex 32 of Decision No. 1 point 1​ sub-item " g " and 17th​ sub-item " b " paragraphs Requirements :​ in which , the Performer the agreement sealing , and punishment in the form of presented qualification and contract provisions replacement in case also new provisions To the client present is agreement to seal the notification to receive from the day fifteen working day during. Opposite in case the contract Customer by unilaterally dissolving is .[[20]](#footnote-20)

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

|  |  |
| --- | --- |
| **P A T V In R A T AND**  --------------------------------------------  ( signature )    K. T.​​ | **K A T A R O G**    --------------------------------------------  ( signature )    K. T.​​ |

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

*Appendix No. 1*

*" " 20 years old . sealed*

*with code contract*

TECHNICAL CHARACTERISTICS - PURCHASE SCHEDULE \*

Armenia money

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | |
| by invitation intended portion number | shopping according to plan intended through code according to GMA classification (CPV) | technical description | measurement the unit | general price / RA money | general number | delivery | |
| address | Deadline \*\* |
| 1 | 90921200 |  | Money | 390000 | 13 | Tumanyan community: Tumanyan, Atan, Ahnidzor, Dsegh, Lorut, Marts, Shamut, Chkalov, Karinj settlements | *Contract sealing from the day*  *until 25 December 2025* |
|  |  |  |  |  |  |  |  |

This technical with a description planned wandering animals sterilization / sterilization services ( wandering) animals number reduction ) from them present are wandering animals capture , inspection , sterilization / neutering , numbering and open leaves , which implementation number nominated are following the conditions and the criteria .

1. Complete working program development , which will provide of actions fast and effective performance .
2. Wanderer animals catch , which need is to be carried out catch modern appropriate by means / **will be applied reticular device: catch in process difficulties causing animals in case /** : Caught animals that purpose number adapted transportation by means transportation temporary accommodation / clinic .
3. Temporary the shelter / clinic need is be its number intended special building , which residential in the area located to be in case: secured is separately with input , as also has .

* reception: animals inspection for ,
* separated medical cabinet ,
* separated surgical department ,
* separated diagnostic laboratory ,
* from surgery after animals storage , as also sick or disease in suspect animals number area , ( animals) storage number in the area cages placement so is , so that be excluded diseases transfer ),
* corpses storage number refrigerated camera ,
* feed storage number warehouse ,
* Bathroom.

Temporary the shelter / clinic after​ is secured be: natural and artificial with lighting , warm and cold water with water supply and with drainage , drinking water uninterrupted ( backup) capacities availability ) with water supply , natural and artificial ventilation by system. The wall and the floor easy cleanable and detergent are , resistant are disinfectant means to the effect of furniture , doors and windows surfaces enough strong are , easy cleanable and durable detergent and disinfectant means to the influence. Reception secured is animals inspection number necessary with property: inspection table , chair and etc. , in the pasture available is medicines , vaccines and / or veterinary medicine in used means storage number refrigerator , closet. Reception​ the areas secured are germicide with lamps or other with the means , the operating room secured is animals surgery number necessary with property: surgical table , tools number table , chair , sink , dishwasher and etc. , the laboratory secured is blood and / or urine and / or feces examination holding number necessary with property: table , cupboard , chair and etc. , pathological materials storage number intended with refrigerator , pathological materials examination number intended necessary with equipment , warehouses , refrigeration the cabins equipped are with shelves and ( or ) with diapers , with which excluded is protected of goods: floor , walls , equipment back contact the opportunity.

Completion surgical interventions need is be done qualified veterinarian by :

1. In the dormitory implemented is animals registration , accounting , for what number the performer need is drive caught animals registration logbook and to implement differentiation ( resistant) from the material prepared headset ) and clinical research implementation , how also: behave are anti-epidemic events and veterinary activity appropriate logs and happening are registrations .
2. At the clinic , at the veterinarian's from the conclusion and strict dangerous diseases on the list included leishmaniasis disease diagnostic test positive from the result , and its impossibility in case In the Republic of Armenia animals diseases by discovery accredited laboratory by given examination from the results after treatment​ no subject , human and animals number dangerous with diseases sick and aggression demonstrative animals euthanasia: diseases prevention and elimination instructions and international to the norms according to and biological waste and animals corpse sending destruction, cremation through .

Animals bodies , as also biological waste destruction implemented is appropriate licensed organization by: « Veterinary Medicine about » Armenia law Agree.

1. Animals near other parasites availability in case necessary events implementation appropriate medicines using :
2. Clinically healthy animals sterilization / neutering , 1-2 days postoperatively treatment​
3. Vaccination of rage disease against: law to the requirements appropriate .
4. Up mentioned all veterinary the events from carrying out after sterilized / sterilized the animal numbered is ( in the ear) reinforced with the symbol ) and open is being left behind it place from where to be caught is ( if them are not being educational , cultural , sports , health (organizations ( institutions ) premises ).
5. Noted of actions execution number animals transportation , capture implementation , accommodation / clinic and cars disinfection implemented is Performer by :
6. Services delivery to carry out in stages: mutual with the consent of the customer , the request from presenting after two day during .
7. By the client the alarms to accept and to register number the performer need is to have operator , which need is work from 9:00 a.m. until at 7:00 p.m. and each the week one information to present city hall caught animals quantity regarding: mandatory noting dogs number and or where from the address are to be caught dogs , of them how many are back to be returned and to be put to sleep .
8. Animals contagious diseases emergence danger , animals illness and decline in case immediately notified is authorized to the body, Armenia Republic food security inspection to the body and implemented are diseases prevention and elimination instructions , how also done anti-epidemic events , discovered contagious and no contagious diseases regarding monthly information and report is provided authorized to the body and to the client.

**Acquaintance \***

Service implementation during responsible subdivision employees any day can are to follow service delivery in progress \* capture , sterilization / neutering , numbering and open leaves .

*\* Services delivery the deadline , and phased in the form of contract execution in the first case phase deadline , need is to be defined at least 20 calendar days day on which calculation happening is by contract intended parties rights and responsibilities execution the condition strength in to enter day , except it in the event that chosen participant agreement is services to serve more short within the deadline*

*\*\* If the contract being sealed is " Purchasing " about " RA" 15th of the law Article 6​ part basis on , then in the column deadline calculation defined is calendar in days, calculation carrying out financial resources to be planned in case parties between sealable agreement strength in to enter from the day .*

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

*Appendix No. 2*

*" " 20 years old . sealed*

*with code contract*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE \*

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | | | | | | | | | |
| by invitation intended portion number | shopping according to plan intended through code according to GMA classification (CPV) | name | in front of payments planned is to be carried out in 2020 according to months , that including \*\* | | | | | | | | | | | | |
|  |  |  | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|  | 90921200 | pests against to fight service | ... % | ... % | ... % | % | 50 % | 100 % | 100 % | 100 % | 100 % | 100 % | 100 % | 100 % | 100 % |

*\* Payment subject the money being presented are incremental in order : If the contract being sealed is " Purchasing " about " RA" 15th of the law Article 6​ part basis on , then this the schedule being filled and being sealed is financial resources to be planned in case parties between sealable agreement back at the same time as its inseparable part :*

*\*\* in the invitation the money noted are percent , and the contract when sealing percent instead of noted is specific of money size*

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

*Appendix 3*

*" " 20 years old . sealed*

*with code contract*

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

**PROTOCOL N**

**CONTRACT OR THAT ONE ABOUT 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 out​​ written Account N \_\_\_ the invoice was drawn up this the protocol of the following about .

Contract within Contract side to serve is following services :

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

 This protocol bilateral confirmation number base held account invoice and positive the conclusion being are this protocol component part and attached are .

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

*Appendix 3.1*

*" " 20 years old . sealed*

*with code contract*

ACT N

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

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

Customer name Performer name

( hereinafter referred to as " K" carrier ) between 20 years . ​​ sealed N

contract sealing date contract number

purchase contract within Performer In the 20th century​ delivery - acceptance

for the purpose To the client handed over below mentioned services .

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

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

THE SIDES

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

the application designed representative :

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

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

1. [↑](#footnote-ref-1)
2. *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;*

   *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-2)
3. *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 guarantee is reduced in proportion to the amount of that stage. The selected participant shall submit the qualification guarantee in the form of a guarantee in accordance with Appendix 4.1.” , and Appendix 4 is removed from the invitation.* [↑](#footnote-ref-3)
4. *If the price of the service to be purchased by the procurement request does not exceed 25 million AMD and the subject of the procurement is not the expertise services of design documents necessary for the implementation of construction projects , then* *The words “in the form of a bank guarantee or cash” are replaced by the words “in the form of a unilaterally confirmed statement of penalty (Annex 5.1) or cash” and the number <<90>> mentioned in paragraph 3 is replaced by the number <<20>>* [↑](#footnote-ref-4)
5. *This item is edited according to the relevant client .* [↑](#footnote-ref-5)
6. 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-6)
7. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then after the word "provided" the words "urban planning normative-technical and approved design-estimate documents and" shall be added.* [↑](#footnote-ref-7)
8. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then paragraph "a" of clause 2.1.2 shall be worded as follows: "Not to accept the service and to set a reasonable period of time for the proper provision of the improper service in accordance with the requirements stipulated in the contract (without compensation) and to demand from the Contractor to pay the penalty stipulated in clause 5.2 of the contract and the penalty stipulated in clause 5.3"*

   *\* to be filled in by the secretary of the committee before publishing the invitation in the bulletin.* [↑](#footnote-ref-8)
9. *It is excluded from the contract if the service to be provided does not relate to the implementation of urban planning expertise of design documents necessary for the implementation of construction projects.* [↑](#footnote-ref-9)
10. *If the subject of the procurement is the provision of technical supervision services for the implementation of construction projects, then after the 2nd sentence of clause 3.1 of the draft contract, a new sentence with the following content shall be added: “Whereas, the acceptance of the service provided within the framework of this contract and presented to the Client shall be carried out if the Contractor has fully, on a daily basis, ensured the requirements set forth in the urban development normative-technical and approved design-estimate documents, including the proper organization of the construction site, furnishing, technical safety, sanitary-hygienic and environmental (including climate change adaptation measures) norms and has submitted to the Client a written confirmation on the daily compliance or non-compliance by the contractor with the proper organization, furnishing and technical safety, sanitary-hygienic and environmental (including climate change adaptation measures) norms of the construction site. Moreover, the confirmation shall provide detailed information confirming the fact of non-compliance with the rules and/or norms. the foundations."* [↑](#footnote-ref-10)
11. *If the price offer is submitted by the Contractor without VAT, then the words "including VAT" are removed when concluding the contract.* [↑](#footnote-ref-11)
12. *The executor may refuse the proposed advance payment or part of it. In this case, the contract to be concluded The advance payment is set in the contract by the Client. and the Performer in an amount agreed upon between them. If by contract no planned advance payment allocation , then this the point being removed is from the project .* [↑](#footnote-ref-12)
13. *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-13)
14. *The paragraph is omitted if the service does not relate to the repair of vehicles, devices and equipment .* [↑](#footnote-ref-14)
15. *If the contract to be sealed is Based on Article 15, Paragraph 6 of the RA Law "On Procurement" , then the fine calculated is it agreement price towards which​ in the frame to be recorded is undertaken obligations non-compliance or no proper execution the circumstance .*

    *If the contract includes more than one installment, the penalty is calculated against the total price set for that installment in the contract.* [↑](#footnote-ref-15)
16. *If purchase subject is being construction programs execution towards technical control services the presentation , then contract the project being filled is following with the content of clause 5.5.1 . "5.5.1 This by contract intended services delivery alive during urban planning regulatory and technical and approved design and estimate with documents defined requirements , that among construction square proper organization , furnishing , technical safety , sanitation and environmental ( that) among climate change back adaptability events ) norms non-compliance , as also this in clause 3.1 of the contract mentioned written confirmation not to provide number Performer towards applied is responsibility following the means .*

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    | --- | --- | --- |
    | *N* | *The violation* | *Responsibility* |
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    ... " *and in point 5.4, the numbers "* 5.2 and 5.3 *" are replaced by the numbers "* 5.2,5.3 and 5.5.1 *".* [↑](#footnote-ref-16)
17. *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-17)
18. *This clause is removed from the contract if the contract is not implemented through the conclusion of an agency agreement.* [↑](#footnote-ref-18)
19. *This clause is removed from the contract if the contract is not implemented through a joint venture (consortium) agreement.* [↑](#footnote-ref-19)
20. *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 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".*  [↑](#footnote-ref-20)