*Appendix N1*

*of the Minister of Finance of the Republic of Armenia on March 1, 2023*

*Order N 87-A*

*Exemplary*

STATEMENT:

ABOUT [[1]](#footnote-1)THE RATING

This text of the statement is approved by the evaluation committee

By decision No. 01 of 08.05.2023

Procedure code: LM-TH-GH A P DZB-2 3 /11

The client is **the Tumanyan community hall** , which is located in At Tumanyan, Central Street, 1 administrative building , announces a request for quotation , which is carried out in one phase through the Armeps ( [www.armeps.am](http://www.armeps.am) ) electronic procurement system.

As a result of this procedure , the selected participant will be offered to sign **a contract for the supply of 2 \*16 mm 2 aluminum cable /500m/** hereinafter referred to as the contract) in accordance with the established procedure.

product name

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

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

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

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

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

Applications for participation in this procedure must be submitted electronically through the electronic procurement system Armeps ( [www.armeps.am](http://www.armeps.am) ) before the date of publication of this announcement.

**17.05.2023 . at 11:00 a.m. \_ \_ In addition to Armenian, applications can also be submitted in English or Russian.**

**Bids will be opened electronically through the Armeps electronic procurement system , on the 7th day from the date of publication of this announcement , 17.05.2023 , at 11:00 a.m.**

The appeal regarding this procedure is carried out in accordance with the procedure established by the Law of the Republic of Armenia and the Code of Civil Procedure of the Republic of Armenia " On Purchases " .

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

Phone **: 093628881**

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

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

*Is approved*

*LM-TH-GHAPZB-23/11 under the code*

*Quotation Request Evaluation Committee*

*In 2023 \_ By decision N 01 of April 25*

***Tumanyan community hall***

INVITATION:

**TUMANYAN COMMUNITY HISTORY NEEDS FOR : AVVG 2\*16 MM 2 ALUMINUM CABLE AND ON PURPOSE ANNOUNCED RATING: QUESTION:**

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

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

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

*At the same time:*

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

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

*- in case of questions and problems related to the system, you can contact the customer, as well as the Ministry of Finance of the RA (hereinafter also - the authorized body): c. Yerevan, Melik-Adamyan str. 1 address (phone: (+37411) 28-93-20).*

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

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This invitation is issued in response to the announcement of the request for quotation ( hereinafter referred to as the current one ) under the *code LM-TH-GHAPZB-23/11* .

This invitation is based on the legislation of the Republic of Armenia on purchases , including the Law of the Republic of Armenia " On Purchases " ( hereinafter referred to as " the Law " ), the Government of the Republic of Armenia of 2017 . In accordance with the requirements of the " Purchasing Process Organization " Order of May 4, N 526- approved by the Decree of the RA Government of April 6 , 2017 N 386- of the "Procurement in Electronic Form" and other legal acts , and the " Name of the Customer " ( hereinafter , the customer) ) to inform the persons intending to participate in the procedure announced by ( hereinafter - participant ) about the conditions of the procedure , about the subject , the conduct of the procedure , determining the selected participant and signing the conditions , as well as assisting in the preparation of the procedure application .

Applications can be submitted by all persons registered in the system , regardless of whether they are a foreign natural person , organization , stateless person .

register as a participant in the system , the person accesses the website operating at www.armeps.am and fills in the required information , after which he enters the combination of numbers and ( or ) letters received via e-mail in order to confirm the registration . After entering the ­specified information correctly ­, ­the person is considered to be a registered participant in the system , for which he receives an automatic notification . The participant's registration with the automatic system is considered invalid , if the last login is not active in the system within 30 calendar days from the day of registration in the system , but the computer does not record the information. In this period, a new registration process is implemented .

be applied to the relations related to this process . Disputes related to this process shall be submitted to the courts of the Republic of Armenia .

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

PART I:

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

### 1.1 The subject of purchase is for the needs of the Tumanyan municipality : 2 aluminum cables 2\*16 mm /500m/ bad acquisition (hereinafter also product) , which are grouped 1 in doses :

|  |  |  |
| --- | --- | --- |
| ***Portions*** | | ***Name of dose*** |
| ***numbers*** | ***purchase price*** |
| 1: | 150,000 | AVVG 2\*16mm 2 aluminum cables / 500m / |

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

When using references in the technical specifications in Annex N 6 of this invitation , the brand name, model and manufacturer of the offered products are presented to the participants as equivalent.

**2. PARTICIPATION REQUIREMENTS , QUALIFICATION CRITERIA AND THEIR OUTLINE \_**

2.1 Persons not entitled to participate in this procedure .

1) who were declared bankrupt by the court order by the date of submitting the application .

3) who, during the five years preceding the date of submitting the application, the representative of the executive body has been convicted for the crime of terrorist financing , child exploitation or human trafficking , creating a criminal cooperation , not participating in it , bribery , bribery or mediation of bribery , and crimes against the economic activity provided for by law , except for the cases when the above-mentioned cases are directed or praised by law . .

4) regarding which the administrative act defining responsibility for anti-competitive agreement , dominant position , or unfair competition in the field of procurement became unappealable during the three years preceding the date of submission of the application, and in the event of an appeal , it is left unchanged .

5) who are included in the list of participants who do not have the right to participate in the procurement process published in accordance with the procurement legislation of the countries that are members of the Eurasian Economic Union .

6) who are included in the list of participants who do not have the right to participate in the procurement process by the date of submitting the application .

Moreover, if the participant was included in the lists provided for in sub-clauses 5 and 6 of this clause after the date of submission of the application, then his given application is not subject to rejection.

The participant is included in the list of participants who do not have the right to participate in the procurement process (hereinafter also the list) if:

* violated the obligation provided for in the contract or undertaken within the scope of the purchase process, which led to the unilateral termination of the contract by the customer or the termination of the given participant's further participation in the purchase process, and the participant did not pay the amount of the bid, contract and (or) qualification security within the period specified by the invitation and (or) contract;
* as a selected participant has refused or has been deprived of the right to enter into a contract.

the participant must submit a written statement approved by him, provided for in point 2.1 of part 2 of this invitation. In addition to the declaration provided for in this point , no other documents or justifications can be requested from the participant for the evaluation of the right to participate . The commission evaluating the authenticity of the participant's statement ( hereinafter referred to as the commission ) evaluates the conditions set by this invitation .

2.3 Participant's inclusion in the list provided for in clause 6 of part 1 of article 6 of the Law , during the period of being in it , automatically leads to the limitation of the right to participate in the procurement process .

participation in this procedure ( in the same proportion ) of the related persons and ( or ) the organizations established by the same person ( persons ) or more than fifty percent of which are owned by the same person ( persons ) is prohibited , except for the organizations founded by the state or communities and ( or ) the participation of the joint ownership c ( consortium process ) in figure c .

Pursuant to Article 119 of the Order

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

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

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

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

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

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

3) participants who do not have the status of natural persons are considered related if:

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

b. the participant (shareholders) owning more than ten percent of the voting shares of one of them or having the ability to predetermine its decisions in any other way not prohibited by law and (or) the participants (shareholders) or their family members (if the participant is a natural person) have the right to directly or indirectly own (including on the basis of sales, fiduciary management, joint activity contracts, instructions or other transactions) to more than ten percent of the other's voting shares or have the ability to predetermine the latter's decisions in any other way not prohibited by the legislation of the Republic of Armenia;

c. any management body of one of them or other persons performing such duties, as well as any of their family members is at the same time a member of any management body of the other person or other person performing such duties;

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

In the sense of this clause, the father, mother, husband, parents of the husband, grandmother, grandfather, sister, brother, children, grandchildren, husband and children of a sister or brother are considered family members.

2.4 If the participant is recognized as a selected participant, he submits qualification security in the manner and amount specified by this invitation. Assurance of qualification is not provided if the selected participant or the organization producing the products supplied by the latter as an official representative within the framework of the given procedure, as of the date of opening the bids, has international prestigious organizations (Fitch, Moody's, Standard & Poor's [)](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) ) creditworthiness rating at least equal to the sovereign rating granted to the Republic of Armenia.

2.5 The contract to be concluded within the framework of this procedure can be executed by signing an agency contract. The participant who submitted an application for the purpose of participating in this procedure ( at the same rate ) cannot be a party to the agency contract .

2.6 The participants can participate in this procedure in the form of joint activity ( consortium ) . In such case :

1 ) none of the parties to the joint activity contract can submit a separate bid for the same procedure ( for the same amount ) . In the case of compliance with the requirements of this paragraph , both joint and individual applications are rejected at the application opening session .

2 ) The participants bear joint and joint responsibility. In addition, in the event of a member of the consortium leaving the consortium, the contract signed with the consortium is unilaterally terminated and the means of responsibility provided by the contract are applied to the members of the consortium .

**3. INVITATION SIMPLIFICATION AND INVITATION CHANGES PROCEDURE[[4]](#footnote-4)**

3.1 According to Article 29 of the Law , the participant has the right to demand clarification of the invitation from the client .

The participant has the right to request clarification of the invitation from the commission through the system at least five calendar days before the deadline for submission of applications . The commission provides the explanation to the participant who made the request through the system within two calendar days following the day of receiving the request .

3.2 The day of the clarification of the statement on the content of the request and clarifications is published in the system and at the address www.procurement.am in the " Procurement Announcements " section of the " Procurement Announcements " subsection , without specifying the details of the requester .

3.3 Clarification is not provided if the request is made in violation of the deadline set by this section , as well as if the request is outside the scope of the content of this invitation , or if the request refers to the technical characteristics of the products to be offered by the latter , with the response to the technical characteristics provided by this invitation ­. In addition , the participant is notified in writing about the reasons for not providing an explanation within two calendar days following the day of receiving the request .

3.4 Changes may be made to the invitation at least five calendar days after the deadline for submission of applications . During the three calendar days following the day of making the change, an announcement about the conditions for making the change and providing it is published in the system and in the bulletin .

3.5 Everyone has the right, before the expiration of the deadline set for making changes in the invitation, to submit justifications to the secretary of the evaluation committee by e-mail from the point of view of the characteristics of the subject of purchase specified in the invitation, the requirements for ensuring competition and excluding discrimination provided by law, without mentioning the name and surname. If the presented justifications are considered acceptable, the evaluation committee makes changes to the invitation within the specified period.

3.6 In case of changes in the invitation , the deadline for submitting the applications is calculated from the date of publication of the announcement in the system and in the newsletter . In that case, the participants may extend the validity period of their submitted application or submit a new application .[[5]](#footnote-5)

**4. APPLICATION PROCEDURE**

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

The participant can submit a bid for each dose , some or all doses.[[6]](#footnote-6)

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

for quotations in part 2 of this invitation .

4.2 Applications for the procedure must be submitted through the system no later than the 7th day after the announcement and invitation of this procedure is published in the system : **17 . 05 : In 2023 \_ , at 11:00.** Applications submitted after the deadline for submission of applications are not accepted by the system.

4.3 The participant submits with the application:

1) an application-statement approved by him, specified in point 2.1 of part 2 of this invitation, specifying the e-mail address, the taxpayer's registration number, the business address and the telephone number , which includes:

about compliance of the data of himself and his related persons with the requirements of the right to participate defined in this invitation ;­

b) certification, in case of being recognized as a selected participant, about the obligation to provide qualification assurance in the manner and within the period defined by this invitation, or having a credit rating defined by this invitation;

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

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

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

2) the technical characteristics of the product offered by him, as well as the trademark, brand name, model and name of the manufacturer of the offered product (hereinafter referred to as the full description of the product). At the same time, the participant can present products produced by more than one manufacturer, as well as products with different trademarks, brand names and models, if the condition defined by the last sentence of point 1.1 of this part is not applied.[[8]](#footnote-8)

3) price offer approved by him

4) bid security in the form of cash or bank guarantee. If the security of the bid is presented in the form of a bank guarantee, if the purchase procedure is organized electronically, a printed (scanned) version of the original guarantee is submitted, provided that the participant submits its original to the evaluation committee by 17:00 Yerevan time on the working day following the deadline for submitting bids. with an accompanying note .[[9]](#footnote-9)

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

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

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

* one of the parties to the joint activity agreement cannot submit a separate application to this procedure (same portion). In case of non-observance of the requirement of this paragraph, the bids submitted in the order of joint activity, as well as individually, will be rejected at the bid opening session.
* if the joint activity agreement stipulates that a separate participant of the joint activity agreement manages the common affairs of the participants, then the application is submitted, and if the agreement is signed, the payments are made to that participant. In the event that the joint activity agreement stipulates that each participant has the right to act on behalf of all participants when conducting common affairs, then in the event of signing an agreement, payments are made to the participant who submitted the application based on it.

**5. THE PUBLIC OFFER**

5.1 In addition to the price of the product, the offered price includes transportation , insurance , duties , taxes , and other payments and cannot be less than their cost price . The proposed price calculation must be submitted through the application system.

5. 2 The participant presents the price offer in the form of a calculation consisting of the cost (the sum of the cost price and the projected profit) and the value added tax of general components. Calculation of cost components - no gap or other details required and presented. If the participant has to pay value added tax to the state budget of the Republic of Armenia for the given transaction, then the amount to be paid for that type of tax is provided in a separate line in the submitted price offer .

Evaluation and comparison of the price offers of the participants are carried out without calculating the amount of the tax mentioned in this point. Moreover, the participant's application is not subject to rejection if:

a. the bid price and value added tax columns are filled with numbers only, and the total price column with both letters and numbers or only letters;

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

c. in the price offer, the portion number is indicated incorrectly, but the name of the purchase item is filled in correctly;

d. In the price offer value, value added tax and total amount columns, the pennies of the amounts indicated by letters or numbers are rounded up to five decimal places, a whole number down, and five decimal places and more, a whole number up;

e. the amounts in the bid price and value added tax columns are filled with both numbers and letters and they match each other, and the amount in letters in the total price column has extra words filled in, resulting in a non-existent number. Moreover, in the case mentioned in this paragraph, the evaluation committee, when evaluating the application, takes as a basis the sum of the sums filled in with letters in the value and value added tax columns.

f. pennies are indicated by numbers in the amounts filled with letters in the price offer columns.

5.3 If the price of the contract to be concluded is stable, then the price offer is presented as a single number, the total price offered for the execution of the contract and is necessarily filled in the system without calculating the amount of value added tax to be paid to the state budget of the Public State of Armenia ­. Moreover, the participant may not be required to submit justifications for the price offer or any other type of information or documents, and the amount of the participant's profit may not be limited by the invitation.

**6. APPLICATION PERIOD , TO MAKE CHANGES IN THE APPLICATION**

**PURCHASE WITHDRAWAL PROCEDURE**

6.1 According to Article 31 of the Law , the application is valid until the contract is signed in accordance with the Law , the withdrawal of the application by the participant , the rejection of the application or the declaration that this procedure has not been carried out.

6.2 According to Article 31 of the Law , the participant may change or withdraw his /her application until the deadline for submission of applications specified in point 4.2 of part 1 of this invitation .

**8. OPENING OF APPLICATIONS , EVALUATION AND**

**SUMMARY OF RESULTS**

8.1 Applications will be opened through the system on **the 7th day** from the date of publication of the announcement of this procedure and the invitation in the system **: 17.05. 2023 \_ at 11 o'clock . at 00 \_**

At the bid opening and evaluation session, the chairperson of the commission ( chairman of the session ) declares the session open and ­announces the purchase price of the goods to be purchased within the framework of this procedure, expressed in a single number , as well as the price offers of the participants who submitted bids, expressed in a single number, based on what is written in letters .

In the system, the functions of the opening members of the commission ­are classified. Grading is determined by the chairman of the committee. The first opening member of the commission presents the list of applications subject to opening , which the system considers as submitted ( suitable ) applications , to the observation of the second opening member with the necessary notes , after which the second opening member approves the list of submitted applications . After the confirmation, the application opening protocol ( report in the system ) is uploaded, which the committee secretary sends to the e-mails of the participants through the system on the day of the application opening .

8.2 Bids are evaluated in the order defined by this invitation .

of parts of the procurement procedure does not exceed seventy- five , the evaluation of the bids is carried out fifteen days after the deadline for their submission , and in the case of exceeding it, within twenty working days .

are evaluated as satisfactory , otherwise , the bids are evaluated as insufficient and rejected . Moreover , at the bid opening and evaluation session, the commission rejects the bids in which the price offers and/or the bid security are missing or they are presented inconsistently with the requirements of the invitation, except for the case specified in clause 8.9 of part 1 of this invitation.

8.3 For the purpose of determining the selected and unrecognized participants , the commission automatically creates a report on the evaluation of applications , which is confirmed in the system by the members of the commission by making a note in the system .

8. 4 The selected participant is determined from the number of participants who submitted satisfactory bids , on the principle of giving preference to the participant who submitted the lowest price bid . When determining the participants selected by the committee and not recognized as such , the evaluation and comparison of the bids is carried out on the basis of the calculation of the tax specified in point 5.2 of part 1 of this invitation , and the bids are accepted without taking into account the established basis . the price offer .

8. 5 If a discrepancy is found in the application between the amounts written in letters and numbers , the amount written in letters is accepted as invalid. If the offered prices are presented in two or more currencies , they are compared in the Republic of Armenia currency at the rate of the Central Bank of the Republic of Armenia [[10]](#footnote-10).

8. The 6th committee decides and announces the selected and not recognized participants from among the participants who have submitted applications that have been evaluated in accordance with the requirements of the invitation . In the case of purchasing products, the commission evaluates the complete description of the presented product and the compliance with the requirements of the invitation . In case of equality of proposed minimum prices

a . In order to determine the selected and unrecognized participants , the commission conducts simultaneous negotiations with the participants who presented equal prices , if those participants ( representatives with appropriate authorization ) are present at the meeting .

b . otherwise, the committee meeting is suspended , and within one working day, the committee secretary will notify the women about the conditions , duration , day , time and place of the simultaneous negotiations on the run through the system, without automatic notification .

c . negotiations are conducted no sooner than the second day following the day the notice is sent and no later than the fifth business day ,

d . The price offer submitted by each participant at the given time is published for the other participant , and the participant can revise the price offer before the end of the deadline for negotiations .

e . at the end of the deadline set for the negotiations , according to the prices presented by the participants present , the selected and recognized participants are determined and announced . If, as a result of the negotiations , the prices presented by the participants remain equal , the purchase procedure will be declared not completed based on Article 37 , Part 1 , Clause 1 of the Law .

8.7 If the prices of the participants who submitted bids that are satisfied with the requirements of the invitation exceed the purchase price, the evaluation committee can declare the participant who submitted a lower price offer as the selected participant, provided that the rights and obligations of the parties provided for in the contract signed with the latter come into force in an amount exceeding the purchase price. in case of providing additional financial resources and concluding an agreement between the parties based on it. Moreover, the agreement is concluded within fifteen working days following the provision of additional financial resources, extending the terms of delivery of goods by the period from the date of conclusion of the agreement to the date of conclusion of the agreement. The contract concluded in accordance with this point is terminated if no additional funds are provided within sixty calendar days following its conclusion. The requirements of the paragraph of this clause do not apply when applications have been submitted by more than one participant and only one participant's application has been evaluated as meeting the requirements of the invitation.

In case of non-application of this clause, the procedure shall be declared invalid based on Clause 1 of Part 1 of Article 37 of the Law.

8.8 In case of a request, the committee secretary immediately provides copies of the applications of any participant to another participant who submitted such a request. In case of impossibility of fulfilling the request, the person who submitted the request is immediately provided with the documents included in the application , which the latter gets acquainted with on the spot, has the right to photograph them and returns them to the committee secretary during the session. without hindering the normal activity of the commission .

8.9 If, as a result of the evaluation conducted during the opening and evaluation session of the applications , inconsistencies ­are recorded in the participant's application with regard to the requirements of the invitation , including the case when the documents included in the application, approved by the participant who is a resident of the Republic of Armenia, or some of them are not certified with an electronic digital signature, the security committee suspends the session for one working day, and the secretary of the committee informs the participants through the system on the same day . to the contractor, offering to correct the discrepancy before the end of the suspension period . The notice sent to the participant shall describe in detail all discrepancies found during the evaluation of the application.

8. 10 If the participant corrects the recorded inconsistency within the period defined by point 8. 9 of this invitation , then the latter's application is considered satisfactory . Otherwise, the application of the given participant is evaluated as insufficient and rejected, including if the participant does not submit the original application security within the time limit specified by this invitation, and the participant who occupies the next place is recognized as the selected participant.

8. 11 The member of the commission or the secretary cannot participate in the work of the commission , if during the commission's activity it is found that the organization with a share ( share ) founded by the latter , or the person related to them by close relationship or guardianship ( parent , spouse , child , brother , sister , grandmother , grandfather, grandchild , as well as the spouse , stepbrother, child, grandparent ) share founded by ( share: ) has submitted an application to participate in this procedure . If the condition provided for in this point is met , the committee member or secretary who has a conflict of interest in relation to this procedure shall immediately withdraw from this procedure .

8.12 After the bids are opened and evaluated, a protocol is drawn up in accordance with the RA procurement legislation . In addition, the minutes of the committee session describe in detail the inconsistencies recorded as a result of the evaluation of the bids and the grounds for rejecting the bids caused by them. The protocol is signed by the members of the committee.

8.13 The secretary of the commission no later than the next working day after the end of the bid opening and evaluation session:

1) the printed (scanned) version of the minutes of the opening and evaluation session of bids and the summary sheet of the discussion of justifications mentioned in point 3.5 of part 1 of this invitation, which also contains information about the date and e-mail addresses of receiving the justifications, shall be published in the newsletter . If justifications are not presented, appropriate notes are made about it in the minutes of the committee session.

publishes in the newsletter printed (scanned) versions of the statements about the absence of conflict of interest signed by him and the evaluation committee members present at the bid opening and evaluation session. The members of the commission, who participate in the work of the commission in the meetings convened after the opening and evaluation session of bids, sign the statements provided for in this subsection, which the secretary publishes in the bulletin on the working day following the signing.

8.14 In the event of the occurrence of the grounds provided for in paragraph 6 of Article 6 of the Law , the authorized body based on the reasoned decision of the order manager shall include the participant in the list of participants who do not have the right to participate in the procurement process. The decision referred to in this paragraph shall be made by the ordering director on the tenth day following the day of the announcement of the purchase procedure not being completed or the announcement of the signed contract or the announcement ( notice ) of unilateral termination of the contract . The day after the decision is made , it is provided in writing to the authorized body and the participant . The authorized body shall make a decision to include the participant in the list of participants who do not have the right to participate in the procurement process on the fifth day following the fortieth day , and in the case of the appeal of the decision by the participant on the following fortieth day and in the case of an unfinished court case, if the final court act of the given case takes effect on the fifth day As a result of the judicial examination , the possibility of executing the decision has not disappeared . Or :

* the name of the authorized body provided for in this clause the decision to be presented deadline to expire of the day as of the participant or the contract sealed the person to pay is the amount of the bid, contract and/or qualification security, then the customer does not submit the reasoned decision to include the given participant in the list to the authorized body;
* The payment of the bid, contract and/or qualification security amount by the participant or the person who signed the contract was made to the authorized body . the decision to be presented deadline after the expiration , but no later than the day of the expiration of the deadline for the participant or the person signing the contract , then order the department to inform the authorized body in writing , the basis of which the participant is not included in the list .

At the same time, if the application statement about the right to participate in the tenders is qualified as untrue, or the participant does not submit the documents provided for in the invitation (including those subject to correction) in the order and deadlines set by this invitation , or the selected participant does not submit the qualification or contract security, or if the procedure is organized in accordance with the regulation provided for in Article 15, Part 6 of the Law, and as a result , the parties agree to sign the contract with the deadline. of the contract and ( or ) qualification security presented in the form of damages ( hereinafter referred to as damages ) is not replaced by a bank guarantee or cash as a witness , then that situation is considered as a violation of the obligation given to the participant during the purchase process .

8.15 If the participant was included in the lists provided for by the 5th and 6th parts of Article 6, Part 1 of the Law after the date of submission of the application, then his application is not subject to rejection .

8.16 The participant shall submit ­the documents specified in point 8.9 of part 1 of this invitation to the secretary of the meeting within the specified period by sending them to the electronic mail provided by this invitation . On the day of receiving the documents, the secretary is obliged to confirm the conditions of their receipt by sending a confirmation to the participant's e-mail from the e-mail indicated in this invitation .

8.17 The participants and their representatives can be present at the committee meetings. The participants or their representatives can request copies of the minutes of the committee meetings , which are provided during one calendar day.

8.18 The electronic notifications from the commission and ( or ) the customer are sent through the system , and from the participant , from the e-mail specified in this invitation to the e-mail of the secretary of the commission .

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

Participant applicants who are residents of the Republic of Armenia ­shall certify the documents certified ­by them with an electronic digital signature , and ­participants who are not residents of the Republic of Armenia shall submit these documents in a printed ( scanned ) version of the approved original document .

Documents to be included in the application, to be confirmed with an electronic digital signature, are not sealed.

8 . 19 The evaluation of bids and the decision of the selected participant is carried out according to individual quotas [[11]](#footnote-11).

8.20 In the event that the selected participant does not sign the contract ( refuses ) or is deprived of the right to conclude a contract, the selected participant by the decision of the commission is recognized as the participant who took the next place, using the procedure defined in clauses 8.13 to 8.20 of part 1 of this invitation .

8 . 21 The participant can submit additional documents, information and materials in order to justify compliance with the requirements presented to him .

The commission can verify the authenticity of the data submitted by the participant using the data obtained from official sources or obtaining the written opinion of the authorized bodies . In the case of sending such a request, the relevant state and local self-government bodies provide a written opinion within two working days following the day of receiving the request . If, as a result of checking the authenticity of the data submitted by the participant , the data is qualified as untrue ­, then the application of the given participant is rejected.

8.2 2 For the purpose of applying clause 8.2 1 of part 1 of this invitation , an extra - ordinary meeting of the committee may be called.

8 . 23 The secretary of the commission to determine the selected participant on the working day following the end of the session:

1) The system mentions the participants who have been satisfactorily evaluated in the procedure, classifying them according to the evaluation results and price offers ­.

2) Through the system, the minutes of the committee's minutes about the evaluation results are sent ­to the e-mails of the participants of the procedure .

8.24 Before concluding a contract, the client publishes a statement in the newsletter about the decision to conclude a contract no later than on the first working day following the adoption of the decision on the selected participant. The decision on concluding a contract contains summary information about the evaluation of bids and the reasons justifying the selection of the selected participant and a statement about the period of inactivity.

8.25 The period of inactivity is the period of time between the day following the publication of the announcement of the decision to sign the contract and the day the contractor becomes eligible to sign the contract.

In the case of this procedure, the period of inactivity is "" calendar day . The period of inactivity is applicable .

- no , if only one participant submitted an application *,* after which a contract is signed ,

- is also in the case when only one participant submitted a bid and it was rejected. In the case of application of this clause, the period of inactivity is defined by the announcement declaring the purchase procedure to be void.

The client signs the contract if none of the participants appeals the decision to sign the contract within the period of inaction provided for in this clause . Before the expiration of the period of inactivity , or without signing a contract or announcing the purchase procedure as non-existent, the contract is null and void.

**9 . CONTRACTING**

9.1 The contract is signed by the client based on the decision of the commission. The contract is signed in writing by drawing up a single document.

9.2 Part 1-8 of this invitation . On the second working day following the expiration of the period of inactivity defined in clause 25 , the client notifies the selected participant by presenting the contract signing proposal and the draft contract . In addition , the contract can be signed sooner than the 1st part of the invitation 8 . on the fourth working day following the expiry of the period of inactivity defined by clause 25 .

9.3 The secretary of the commission provides the proposal to sign the contract to the selected participant and the draft of the contract to be signed electronically . The supplemental contract includes a complete description of the product submitted by the selected participant .

9.4 On the day of sending the notice of signing the contract to the selected participant , the secretary of the commission sends a notification to the e-mail of the selected participant through the system .

9.5 If the selected participant receives the notice of signing the contract and the contract draft , 10. of this invitation . within the period provided for in point 1 , and according to the draft of the contract to be concluded if an advance payment is stipulated, within 10 working days he does not sign the contract and submits the qualification and contract assurance to the client , and in case an advance payment is stipulated in the draft of the contract to be signed and the selected participant accepts that condition, he is deprived of the right to sign the contract .

In addition, the draft contract approved by the selected participant is submitted to the client in writing, and the document of its submission is recorded in the document circulation system of the client. The contract draft is approved by the head of the client within two working days following the emergence of that authority and is provided to the selected participant in writing on the working day following the approval.

9.6 The selected participant , who has received the offer of the supplier , accepts or rejects the offer presented to him through the system .

9.7 By the agreement of the parties , changes may be made to the draft contract before the end of the period provided for in clause 9.5 of part 1 of this invitation , but they may not lead to changes in the characteristics of the subject of purchase , an increase in the amount of the advance payment or the price offered by the selected participant.

9.8 On the working day following the signing of the contract , the secretary of the commission completes the procedure in the system .

**10. QUALIFICATION AND CONTRACT SERVICING**

10. 1 Based on the requirement to submit the qualifications and contract guarantees , within 5 working days after receiving it , the selected participant is obliged to submit qualification and contract guarantees . If the security is presented in the form of a bank guarantee, the period provided for in this point is set at 10 working days. A contract is signed with the selected participant if the latter presents the qualification and contract ( advance payment ) provisions.[[12]](#footnote-12)

10.2 The amount of the qualification security is equal to 15 percent of the purchase price of the product to be purchased within the scope of this procedure . If the purchase price of the product is less than the price of the contract to be concluded, the amount of the qualification security is calculated in relation to the contract price. The qualification security is presented in the form of compensation ( appendix 4.2 ) or cash , or guarantees provided by banks . In addition, the security must be valid at least until the 20th working day after the day of full acceptance of the contract by the client .[[13]](#footnote-13)

If the procurement procedure is organized by lots and the participant is recognized as the selected participant for more than one lot , he can submit both separately for each lot and one qualification provision for all lots. In case of submission of one qualification guarantee, its amount is calculated against the sum of the purchase prices of the presented portions, taking into account the requirements of paragraph "c" of sub-item 1 of Clause 32 of the Order. The qualification security presented in cash should be transferred to the treasury account "900008000698" opened in the name of the authorized body in the Central Treasury.

The assurance of qualification shall be returned to the submitter within five working days following the full acceptance of the result of the contract by the client.

If the performance of the contract is phased and the performance of each phase is not directly correlated with the final result to be obtained in accordance with the requirements defined by the contract, after the result of each phase is accepted by the client, the amount of qualification assurance is reduced in proportion to the amount of that phase.

Qualifying security in the form of a bank guarantee is submitted by the selected participant as per Annexure 4 or Annexure 4.1.[[14]](#footnote-14)

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

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

10.3. The amount of the contract security is 10 percent of the purchase price . If the purchase price of the goods provided for in the draft contract is less than the price of the contract to be concluded, then the amount of the contract security is calculated in relation to the contract price. Contract security is presented in the form of a bank draft (appendix 5) or cash.[[15]](#footnote-15)

If the procurement procedure is organized in installments and the participant is recognized as the selected participant for more than one installment, he can submit both separately for each installment and the provision of one contract for all installments. In the case of submitting one contract security, its amount is calculated in relation to the sum of the purchase prices of the submitted portions, taking into account the requirements of Sub-Clause 9 of Clause 32 of the Order.

The security of the contract must be valid at least until the 90th working day after the last day of full performance of the obligations defined by the contract to be concluded. The security of the contract is returned to the person who submitted it in the case of full fulfillment of the obligations assumed under the signed contract, within 5 working days following the expiration of the period of full fulfillment of the obligations.

presented in cash should be transferred to the treasury account "900008000664" opened in the name of the authorized body in the Central Treasury.

10.4 If the procurement procedure is organized on the basis of Article 15, Part 6 of the Law, and at the time of the emergence of the right to conclude the contract, financial resources are not provided, then the qualification and contract guarantees are presented in the form of a unilaterally approved declaration - damages or cash. If at the time of the emergence of the right to conclude the contract:

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

10.5 In the event that the contract stipulates the provision of an advance payment by the contractor , the selected participant shall also provide the contractor with advance payment security in the form of a bank guarantee in the amount of the advance payment (Appendix: 5.2 ) .

10.6 If the contract concluded within the framework of the installment purchase procedure is terminated due to non-performance or improper performance of any installment, the qualification and contract guarantees are paid only in the amount calculated for that installment.

10.7 The head of the customer submits the demand for the payment of the contract and qualification security to the bank, and in the case of the security provided in the form of cash, to the authorized body, within three working days following the day of the security payment. If the claim for security payment is rejected by the bank on the basis of incomplete submission of the claim or the accompanying documents, the head of the customer submits a new claim to the bank within two working days after receiving the rejection.

**11. DISCLAIMER OF CURRENT REGISTRATION**

11. 1 According to Article 37 of the Law , the commission declares that the procedure has not been completed , if :

1) none of the bids meets the conditions of the invitation .

2) the purchase requirement ceases to exist . At the same time, the organized purchase procedure for the needs of the state or communities can be announced in whole or in part based on the decision of the government of the Republic of Armenia or community councils , in the case of other clients , the head of the authorized body implementing the general management , and in the case of foundations, based on the decision of the board of trustees .[[16]](#footnote-16)

3) no applicant was submitted .

4) no contract is signed.

This procedure is declared not to have taken place based on point 4 of part 1 of Article 3 7 of the Law , if the electronic procurement system is down before the deadline for submission of applications set in the framework of this procedure .

11.2 During the working day following the announcement of such a procedure , the contractor shall publish an announcement in the bulletin , in which the justification for the announcement of the failure of the procurement procedure is indicated.

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

**A PARTICIPANT TO APPEAL DECISIONS MADE**

**LAW AND ORDER**

12 . 1 Each interested party has the right to appeal the actions ( inaction ) and decisions of the client , the evaluation commission , in accordance with the procedure established by the Civil Procedure Code of the Republic of Armenia ( hereinafter referred to as the Code ) .

Everyone has the right to appeal the characteristics of the subject of purchase or the requirements of the invitation before the deadline for the submission of bids in accordance with the procedure established by the Law.

12 . 2. The relations related to this procedure are not administrative relations , and they are regulated by the legislation regulating legal relations between citizens of the Republic of Armenia .

12 . 3. Damages caused as a result of the actions of the client and the evaluation committee will be compensated according to the procedure defined by the Civil Code of the Republic of Armenia .

12 . 4. The period of inaction set by this invitation is the period of limitation of actions ( inaction ) of the client , evaluation commission and appeal of decisions , with the exception of appeals of decisions provided for in part 2 of Article 6 of the Law and disputes related to unilateral settlement of the contract , in which case the period of limitation of action is thirty calendar days .

12 . 5 . Disputes related to this procedure are examined and resolved in the court of first instance and general jurisdiction of Yerevan city within thirty days after accepting the lawsuit . By the reasoned decision of the court , the period provided for in this part can be extended once by up to ten calendar days .

12.6. The court resolves the issue of taking the lawsuit into proceedings within three days after its submission .

12.7. At the same time after accepting the claim, the court makes a decision to demand from the defendant all the evidence in the defendant's possession related to the data purchase process .

12.8. The decision on requesting evidence is made within five days after receiving the decision from the respondent .

In the case of non-fulfillment of the requirements of the decision on requesting evidence from the defendant within the time period provided by this point , the case is examined based on the evidence, and the facts of the claimant , which are subject to confirmation by the evidence in the possession of the defendant , are considered to be confirmed .

12 . 9. The court merges the cases examined in the proceedings regarding the disputes provided for by this section in one proceeding .

12 . 10. The decision to accept the application for proceedings is immediately sent to the official e-mail address of the authorized body . The authorized body shall promptly publish the decision provided for in this point in the bulletin, indicating the day of suspension .

12 . 11 . The client submits the response to the claim within five days after receiving the decision to accept the claim .

 12 . 12 The persons participating in the case and their representatives are notified at the time and place of the court session , as well as in the cases provided for by the Law, to perform individual judicial actions through electronic communication, by sending the notices and other documents to the e-mail address specified in Article 97 of the Law .

12 . 13 . The court examines the cases with disputes provided for in this section and renders judgments and decisions about them by written procedure , except for the cases when the court , through the mediation of the person participating in the case , voluntarily comes to a conclusion that it is necessary to examine the case in a court session .

12 . 14. The person participating in the case can submit the motion to examine the case at the court session before the deadline for submitting the response to the claim expires .

12 . 15. The court shall make a decision during the hearing of the case after the deadline for submitting the answer to the claim expires, within three days .

12 . 16. The issue of examining the case at the court session can be resolved by the decision to accept the lawsuit .

12 . 17 . The defendant bears the responsibility of proving the facts of the disputed actions ( inaction ) and the circumstances underlying the decisions , as well as the procedure defined by the law and other legal acts for the execution of the contested actions ( inaction ) and the adoption of the decision .

12 . 18 . The respondent can present evidence justifying the legality of disputed actions ( inaction ) and decisions only during the execution of the decision to request the evidence , except for cases when he justifies the impossibility of presenting the evidence for reasons independent of him .

12 . 19. The appeal of the actions ( inaction ) and decisions of the customer and the evaluation committee ( except for the decisions provided for in Article 6 , Part 2 of the Law ) automatically suspends the procurement process : 12 of this invitation . From the day of publication of the decision provided for in point 10 until the day of entry into force of the final judicial act made by the court of first instance based on the results of the trial .

12 . 20 . In cases where , based on the interests of public or defense and national security , it is necessary to continue the procurement process , the court issues a decision on suspending the procurement process based on the written mediation of the heads of the bodies defined in Article 2 , Part 1 of the Law , and in the case of legal entities , the head of the executive body . The court shall send the decision provided for in this point to the official e-mail address of the authorized body on the day of its determination . The authorized body will immediately publish the decision in the bulletin.

 12 . 21 . The final judicial act of the court in disputes related to the actions ( inaction ) of the contracting authority and the evaluation commission and the appeal of the decisions shall enter into force from the moment of publication .

12.22 : The final part of the court decision or the final judicial act on the date of its publication in disputes related to the actions ( inaction ) of the customer and the evaluation committee and the appeal of the decisions is sent to the official e-mail address of the authorized body . The authorized body publishes the final part of the court decision or the final court act in the bulletin.

12 . 23 . State tax rates for appeals are defined by the " State Tax Law " .

**PART II :**

**INSTRUCTION:**

**TO PREPARE FOR THE OPEN DAY**

**1. GENERALITIES**

1.1 This instruction is intended to assist the participants in preparing the application.

1.2 In the case of expediency, the participant can present the required information in other ways , different from those offered by this instruction , while observing the required validity conditions.

1.3 Applications , apart from Armenian , can be submitted in English or Russian.

**2. THE CURRENT PROGRAM**

To participate in the procedure, the participant submits an application through the system . The relevant documents (information) provided by this invitation are attached to the application .

The participant submits with the application, approved by him :

**1) "Eligibility criteria".**

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

2.2 full description of the offered product , approved by him , in accordance with Annex N 1.1 .

2.3 a copy of the agency contract and the relevant data , if the contract is executed through an agency .

2.4 the contract of joint activity , if the participants participate in the procurement procedure in the order of joint activity ( consortium ).[[17]](#footnote-17)

**2) "Financial standard"** .

2.6 price offer according to Annex N 2. The price offer is presented in the form of a calculation consisting of the cost (the sum of the cost price and the projected profit) and the value added tax .

2. 7 In this invitation , the documents prepared by the parties are signed by the person presenting them or the last fully authorized person ( hereinafter referred to as the agent ) .

2. 8 Notarized copies may be submitted instead of the original documents accepted for applications.

**Appendix N 1**

LM-TH-GHAPZB-23/11 **\*with code**

**Invitation to QUOTATION**

**APPLICATION\***

###### To participate in the RATING SURVEY

declares his desire to participate

participle

- declared by the code LM -TH-GHAPZB-23/11

name of the customer

Quotation ( s ) will be invited

dose ( s ) number

submits an application in accordance with the requirements.

- declares and certifies that he is

participle

resident.

country name

of \_

participle

* The taxpayer's registration number is :

The taxpayer identification number

* email address :

e-mail address

* business address is

business address

* phone number is

phone number

hereby declares and certifies that:

Participant name

1) and persons related to him

Participant name

meet the requirements for the right to participate defined in the invitation to the ASSESSMENT INVESTMENT with the code LM-TH-GHAPZB-23/11\* and undertakes to be selected

Participant name

in case of being recognized as a participant, in the manner and within the time limit specified by the invitation, submit qualification assurance .[[18]](#footnote-18)

2 ) Within the framework of participating in the ASSESSMENT SURVEY with the code LM-TH-GHAPZB-23/11 \* :

* has not allowed and/or will not allow unfair competition, abuse of dominant position and anti-competitive agreement,
* is missing as specified in the invitation

participle

affiliates and (or )

participle

founded by or more than fifty percent

participle

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

S also represents the real beneficiaries of

participle

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

Attached is offered by

participle

full product description as per Annex 1.1.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Participant's name ( managerial position , first and last name ) signature )

K. \_ T. \_

### **Appendix 1.1**

LM-TH-GHAPZB-23/11 **\*with code**

**Invitation to QUOTATION**

### **DESCRIPTION:**

### **complete product offering**

-nLM-TH-GHAPZB-23/11 \*

Participant name

under the code RATING QUESTION according to the dosage below presents the full description of the product offered by him

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **For the dose** | **Recommended product** | | | | |
| **f irm name** | **trademark** | **the model** | **Manufacturer's name** | **technical specifications** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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

K. \_ T. \_

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

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

LM-TH-GHAPZB-23/11 **\*with code**

**Invitation to QUOTATION**

FORM

STATEMENT OF ACTUAL BENEFICIARIES

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

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

* 1. *The person submitting the declaration*

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

* 1. *Submission of the statement*

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

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

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

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

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

* 1. *Level of control*

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

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

|  |  |
| --- | --- |
| * + 1. Name of the state |  |
| * + 1. Name of the community |  |
| * + 1. Participation rate (%) |  |
| * + 1. Participation type | ☐ Direct participation  ☐ Indirect participation |

* 1. *Participation of an international organization*

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

1. **Beneficiary details**
   1. *Personal identification data*

|  |  |
| --- | --- |
| * + 1. Name |  |
| * + 1. Surname: |  |
| * + 1. Name (Latin) |  |
| * + 1. Surname (Latin) |  |
| * + 1. Citizenship |  |
| * + 1. Birthday, month, year |  |

* 1. *Identity document*

|  |  |
| --- | --- |
| * + 1. Document type |  |
| * + 1. Document number |  |
| * + 1. Date, month, year of delivery |  |
| * + 1. The issuing body |  |
| * + 1. PSC number or equivalent |  |

* 1. *Personal registration address*

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

* 1. *The person's residential address*

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

* 1. *The grounds for being a real beneficiary (except for reporting organizations in the field of subsoil use)*

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

* 1. *The grounds for being a beneficial owner (for reporting organizations in the field of subsoil use)*

|  |  |
| --- | --- |
| ☐ a . directly or indirectly owns 10% or more of the voting shares (shares, stakes) of the given legal entity or directly or indirectly has a 10% or more participation in the legal entity's statutory capital | |
| * + 1. Participation rate (%) |  |
| * + 1. Participation type | ☐ Direct participation  ☐ Indirect participation |
| ☐ b . has the right to appoint or remove the majority of the members of the management bodies of the legal entity | |
| ☐ c . received a benefit from a legal entity for free in the amount of at least 15 percent of the profit received by the given legal entity during the year preceding the reporting year | |
| ☐ d . exercises real (actual) control over the legal entity by other means | |
| ☐ e . is an official person carrying out the general or current management of the activity of the given legal entity in the event that there is no physical person meeting the requirements of points "a"-"d" | |

* 1. *Information on Beneficial Beneficiary Status*

|  |  |
| --- | --- |
| * + 1. The day, month, year of becoming a beneficial owner |  |
| * + 1. Implementation of control over the organization | ☐ Separately  ☐ In conjunction with affiliates |
| * + 1. The real beneficiary of the reporting organization in the field of soil use is an official or a member of his family | ☐ Yes  ☐ No |

* 1. *Beneficiary contact details*

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

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

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

* 1. *Beneficiary details*

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

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

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

1. **Additional notes**

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

**I. The procedure for filling out the declaration**

1. In the 1st section of the declaration (Organization), the data of the legal entity submitting the declaration (hereinafter, the Organization) is filled. In this section, subsections are supplemented by the following rules :
   1. In the "Organization data" sub-section, fill in the name of the Organization (including Latin letters) and state registration data, including a note on the legal form of organization;
   2. In the sub-section "Person presenting the declaration" fill in the data of the natural person who signs the documents included in the application for this procedure .
   3. In the sub-section "Declaration submission", the date, month, year of signing the declaration, the number of pages of the declaration, as well as the signature of the person submitting the declaration are entered.
2. Section 2 of the declaration (Share listing data) is completed if the shares of the Organization or other legal entity that fully controls the Organization are listed on the market included in the list of markets regulated by the adequate disclosure standards of beneficial owners, approved by the Minister of Justice of the Republic of Armenia . If the specified criteria are met, this section is completed for the Organization or other legal entity that fully controls the Organization . If this section is completed, the following sections of the declaration are not subject to completion, except for section 5, which is completed if the legal entity that fully controls the Organization has indirect participation in the authorized capital of the Organization. In this section, subsections are supplemented by the following rules :
   1. In the "Stock listing data" sub-section, fill in the name of the stock exchange, indicating in brackets the market identifier code (Market Identifier Code), where the shares of the Organization or other legal entity that fully controls the Organization are listed, and also reference is made to the documents available in the stock exchange, if available, to those documents, which contain information about the owners of the given legal entity;
   2. The subsection "Data of the legal entity controlling the organization" is completed if the data filled in subsection 2.1 of the declaration do not refer to the legal entity submitting the declaration, but to another legal entity that fully controls the Organization. In this subsection, the name of the legal entity controlling the Organization (including Latin letters) and registration data, including a note on the organizational legal form, as well as the name and surname of the head of the executive body, are filled in.
   3. The subsection "Level of control" is filled in if 2 of the declaration . In subsection 1, the data related to the legal entity controlling the Organization as a whole has been added. This sub-section specifies the amount of participation of the legal entity controlling the Organization in the authorized capital of the Organization, expressed as a percentage, as well as the type of participation. Notes on the size and type of participation in the statutory capital are made by taking into account the rules defined by paragraph "a" of sub-item 5 of point 4 of this order.
3. Section 3 of the declaration (Participation of the State, community or international organization) is completed if any state, community or international organization has direct or indirect participation in the authorized capital of the Organization. The section can be completed several times if several states, communities or international organizations have direct or indirect participation in the authorized capital of the Organization. In this section, subsections are supplemented by the following rules :
   1. The subsection "Participation of the state or community" is completed if there is direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration. In case of participation of the state, the name of the state is filled in this subsection, and in case of participation of the community, also the name of the community. In this subsection, the amount of participation of the state or community in the statutory capital of the legal entity is filled in, expressed as a percentage, as well as the type of participation. Notes on the amount and type of participation in the statutory capital are made by taking into account the rules established by paragraph "a" of sub-item 5 of point 4 of this order.
   2. The subsection "Participation of an international organization" is completed if there is a direct or indirect participation of an international organization in the statutory capital of the legal entity submitting the declaration. In this subsection, the name of the international organization (including Latin letters), the amount of participation of the international organization in the statutory capital of the legal entity, expressed as a percentage, as well as the type of participation are filled. Notes on the size and type of participation in the statutory capital are made by taking into account the rules defined by paragraph "a" of sub-item 5 of point 4 of this order.
4. Section 4 of the declaration (Beneficial Beneficiary Data) is filled in separately for each beneficial owner, with the number of Beneficial Beneficiaries of the Organization. In this section, subsections are supplemented by the following rules :
   1. The personal data of the real beneficiary is filled in the sub-section "Personal identity data". The data is filled in the same way as it is filled in the identity document of the real beneficiary. If the person's name and surname are not in Armenian or Latin letters in the latter's identity document, their transcription is filled in the declaration.
   2. In the "Identity document" sub-section, information is filled in regarding the identity document of the real beneficiary.
   3. In the subsection "Registration address of the person" the address of the place of registration of the real beneficiary is filled in.
   4. The sub-section "Residential address of the person" is filled in if the registered address of the real beneficiary differs from the latter's residential address. In this subsection, the address of the real beneficiary's place of residence is filled.
   5. The sub-section "Grounds for being a real beneficiary (except for reporting organizations of the subsoil use sector)" is completed if the legal entity submitting the declaration is not a reporting organization of the subsoil use sector. This subsection specifies the basis(s) under the Anti-Money Laundering and Anti-Terrorist Financing Act that a person is a beneficial owner of the Entity, and includes the information required in relation to those grounds. In case of being a beneficial owner on more than one basis, a note is made on all the bases in the relevant points. In this subsection, the data on the bases are supplemented by the following rules :

a . in point " **a** " of this sub-section, a note is made if the natural person directly or indirectly owns 20 or more percent of the voting shares (shares, stakes) of the Organization or has a direct or indirect participation of 20 or more percent in the authorized capital of the Organization. Participation can be by virtue of owning the Organization's share (share, stake) (direct participation) or by owning the share (share, stake) of another legal entity owning the Organization's share (share, stake) (indirect participation). Indirect participation can be carried out regardless of the number of intermediate legal entities present in the chain of a natural person and a legal entity owning a share of the Organization. In the "Participation amount" field, the amount of participation in the authorized capital of the Organization is indicated, expressed as a percentage. The amount of participation is calculated based on the sum of all interests of participation in the authorized capital of the Organization as a result of direct and indirect participation of the beneficial owner. In case of indirect participation, the participation of the beneficial owner in the authorized capital of the organization is calculated based on the participation amount of each previous intermediate organization, that is, by multiplying the participation amount of the participating legal entity of the Organization in percentage terms by the amount of participation of the relevant participant in the authorized capital of the participating legal entity of the Organization, and so on until reaching the real beneficiary. In the "Participation type" field, a note is made about direct or indirect participation in the statutory capital. In the presence of both direct and indirect participation in the authorized capital, a note is made on the presence of both direct and indirect participation at the same time;

b . in point " **b "** of this sub-section , a note is made if a person is not a real beneficiary of the organization within the meaning of point "a", but controls the Organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of a different nature, or by other means;

c . in point " **c "** of this sub-section , a note is made if the person is an official carrying out the general or current management of the Organization's activities in the event that there is no natural person meeting the requirements of points "a" and "b" of this sub-section;

* 1. The sub-section "Grounds for being a real beneficiary (for reporting organizations of the subsoil use sector)" is completed if the legal entity presenting the declaration is a reporting organization of the subsoil use sector. Identification of real beneficiaries is carried out according to the standards defined by the Land Code. In this sub-section, notes are made according to 4 of this order . taking into account the rules defined in point 5. In this subsection, the data on the bases are supplemented by the following rules :

a . in point " **a "** of this sub-section , a note is made if the natural person directly or indirectly owns 10 or more percent of the voting shares (shares, stakes) of the given legal entity or directly or indirectly has a 10 or more percent participation in the legal entity's statutory in the capital. This sub-section is supplemented by taking into account the rules defined by paragraph "a" of sub-clause 5 of clause 4 of this order.

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

c . in point " **c "** of this sub-section , it is noted if the person received a benefit from the Organization free of charge during the year preceding the reporting year in the amount of at least 15 percent of the profit received by the given legal entity;

d . In point " **d** " of this sub-section, a note is made if a person is not a real beneficiary of the Organization within the meaning of points "a"-"c", but controls the organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of a different nature, or by other means.

e . In point " **e " of** this sub-section, it is indicated if the person is an official carrying out the general or current management of the Organization's activities in the event that there is no natural person meeting the requirements of points "a"-"d" of this sub-section.

* 1. In the subsection "Information on the status of the beneficial owner" the date, month, and year of the person becoming the beneficial owner of the Organization are filled. In this sub-section, a note is made regarding the manner of exercise of control over the Organization by the beneficial owner. A note is made regarding the implementation of joint control with affiliated persons, if the beneficial owner controls the Organization by virtue of acting in concert with a person affiliated with it or can control it in case of acting in concert with a person affiliated with it. If the legal entity presenting the declaration is a reporting organization in the field of subsoil use, in this sub-section there is also a note on whether the real beneficiary is an official or a member of his family within the meaning of Article 3, Part 1, Clause 53 of the Subsoil Code;
  2. The e-mail address and telephone number of the beneficial owner are filled in the "Beneficial Beneficiary's Contact Information" sub-section.

1. Section 5 of the declaration (Intermediate legal entities) is completed if the beneficial owner of the legal entity submitting the declaration or a legal entity that fully controls the Organization has indirect participation in the authorized capital of the Organization. This section is subject to completion for each intermediate legal entity separately, with the number of all intermediate legal entities. In this section, subsections are supplemented by the following rules :
   1. In the "Organization data" sub-section, fill in the name of the intermediate legal entity (including Latin letters) and registration data, including a note on the legal form of organization;
   2. The name and surname of the beneficial owner(s) for whom the organization filled in in this subsection is an intermediate legal entity is filled in the "Beneficial Beneficiary Data" sub-section. If the data of intermediate legal entities is filled in for the legal entity that fully controls the Organization, this subsection is not subject to filling.
   3. The sub-section "Listing data of shares of an intermediate legal entity" is not subject to mandatory filling. This subsection may be completed if the shares of the intermediate legal entity are listed on a regulated market. In this sub-section, the name of the stock exchange is filled in, indicating the market identifier code (Market Identifier Code) in brackets, where the shares of the legal entity are listed, and a reference is also made to the documents available in the stock exchange.
2. Section 6 of the declaration (Additional notes) is filled in if there is additional information or additional clarifications related to the data filled in or to be filled in the declaration. In this sub-section, additional clarifications can be added regarding the grounds for controlling the Organization by the beneficial owner, the state (community) bodies that exercise control over the Organization in the event that there is a direct or indirect participation of the state or community in the statutory capital of the legal entity submitting the declaration, and other statements regarding the declaration.
3. The declaration is completed and signed by the person submitting the application. It is not mandatory to number the pages of the declaration and make a note about the number of pages in the declaration.

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

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

**Appendix 2**

LM-TH-GHAPZB-23/11 **\*with code**

**Invitation to QUOTATION**

**BID**

Examining the invitation for ASSESSMENT REQUEST with the code LM-TH-GHAPZB-23/11\*, including the draft of the contract to be concluded , offers

Participant name

perform the contract at the general prices mentioned below.

AMD

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

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

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

K. T.

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

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

**Appendix 3**

LM-TH-GHAPZB-23/11 **\* with code**

**Invitation to QUOTATION**

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

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

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

**in the purchase procedure (hereinafter referred to as the principal).**

Participant name

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

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

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

the account number

3. This warranty is irrevocable.

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

5. The guarantee is valid by the beneficiary in code

procedure code

ninety working days from the date of submission of the application by the principal to participate in the organized purchase process. \*\* Information on the fact of issuing this guarantee: the number of the guarantee, the name of the issuing bank and the code mentioned in point 1 of this guarantee, without specifying the amount of money, the person giving the guarantee sends from his official e-mail address on the day of issuing the guarantee in the invitation to the purchase procedure mentioned in this point to the e-mail address of the secretary of the evaluation committee .

6. The beneficiary submits the claim to the guarantor in writing. A copy of the minutes of the meeting of the evaluation committee on rejecting the application is submitted to the request.

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

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

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

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

9. In the event of a decision to reject the claim, the guarantor immediately, but not later than on the same working day, informs the beneficiary about the rejection.

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

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

Executive body head

month, date, year

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

**\*\*** *If the procedure is organized on the basis of Article 15, Part 6, Clause 2 of the RA Law "On Purchases" and the total price of the planned (anticipated) purchase of the goods to be purchased within the scope of the given procedure exceeds 25 mln. AMD, then the words "ninety working days" are replaced by the words "one hundred and twenty working days".*

**Appendix 4**

LM-TH-GHAPZB-23/11 **\* with code**

**Invitation to QUOTATION**

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

**(provision of qualification)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

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

**as a result of the purchase procedure**

the name of the selected participant

**(hereinafter referred to as the principal)** the contract number N to be concluded

**provision of qualifications necessary for the performance of contractual obligations (hereinafter referred to as guaranteed obligations).**

**2. With a guarantee (hereinafter - guarantor**

the name of the bank issuing the guarantee

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

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

the account number

3. This warranty is irrevocable.

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

5. The guarantee is between the beneficiary and the principal N

number of the contract to be concluded

from the date of entry into force of the contract to be concluded with the code

of the product provided for in the contract to be concluded

the ninetieth business day following the delivery deadline . On the day of issuing the guarantee, the guarantor sends the printed version of the original guarantee from his official e-mail address to the e-mail address of the secretary of the evaluation committee specified in the invitation to the purchase procedure organized by the code specified in point 1 of this guarantee.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the contract concluded with code N, including in it

number of the contract to be concluded

copies of the amendments, additional agreements;

2) the notice published by the beneficiary in the current bulletin at the address [www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

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

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

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

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

9. In the event of a decision to reject the claim, the guarantor immediately, but not later than on the same working day, informs the beneficiary about the rejection.

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

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

Executive body head

month, date, year

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

**Appendix 4.1**

LM-TH-GHAPZB-23/11 **\* with code**

**Invitation to QUOTATION**

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

**(provision of qualification)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

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

**as a result of an organized procurement procedure**

the name of the selected participant

**(hereinafter referred to as the principal)** the contract number N to be concluded

**provision of qualifications necessary for the performance of obligations under the contract (hereinafter referred to as the contract) (hereinafter referred to as the guaranteed obligations).**

**2. With a guarantee (hereinafter - guarantor**

the name of the bank issuing the guarantee

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request.** The deductions made from the guarantee amount based on the handover-acceptance protocol(s) submitted by the principal to the person who gave the guarantee, confirmed bilaterally between the beneficiary and the principal within the scope of the contract performance, are taken into account when paying the guarantee amount.

**Payment is made by transfer to the beneficiary's account.**

the account number

3. This warranty is irrevocable.

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

5. The guarantee is between the beneficiary and the principal N

number of the contract to be concluded

from the date of entry into force of the contract to be concluded with the code until the deadline for the delivery of the goods specified in the contract to be concluded,

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor sends the printed version of the original guarantee from his official e-mail address to the e-mail address of the secretary of the evaluation committee specified in the invitation to the purchase procedure organized by the code specified in point 1 of this guarantee.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the contract concluded with code N, including in it

number of the contract to be concluded

copies of the amendments, additional agreements;

2) the notice published by the beneficiary in the newsletter at the address [www.procurement.am about the unilateral termination of the contract;](http://www.procurement.am)

3) the handover-acceptance protocol (protocols) or copies of it (them) approved bilaterally between the beneficiary and the principal within the framework of the contract.

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

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

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

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

9. In the event of a decision to reject the claim, the guarantor immediately, but not later than on the same working day, informs the beneficiary about the rejection.

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

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

Executive body head

month, date, year

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

**Appendix 4.2**

LM-TH-GHAPZB-23/11 **\* with code**

**Invitation to QUOTATION**

**TORT AGREEMENT**

**(provision of qualification)**

c. Yerevan "" 20

, represented by the Director of the Company

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

1. **Subject of consent**

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

name of the customer

organized by code \* to the purchase procedure.

procedure code

1.2 As a participant selected as a result of the purchase procedure, ensuring the necessary qualifications for the fulfillment of the obligations stipulated in the contract to be concluded, the Company presents to the Customer this damages agreement and the attached payment request completed and approved by the Company.

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

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

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

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

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

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

submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing.

In the event that this damages agreement and the attached Demand Letter are confirmed with an electronic digital signature, they are presented to the Paying Bank in electronic media , as well as in paper versions printed from them .

* 1. The Customer may submit other additional documents to the Paying Bank.

1.6 The Bank does not bear any responsibility for the Company's risks (damages suffered by the Company) and negative consequences as a result of the payment of the amount specified in the P order by the Paying Bank. The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.

1.7 In the event that the funds in the Company's account are insufficient , the Paying Bank shall inform the Customer in writing within 2 ( two ) working days after receiving the payment request .

1.8 After submitting this agreement and the attached statement to the Bank, if the money is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau ) .

1. **Other terms:**

2.1 This agreement and the Demand Letter are irrevocable, enter into force from the moment of ratification by the Company and remain in force until the twentieth working day following the date of full acceptance of the result of the execution of the signed contract by the Client inclusive.

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

2.2.1. The client certifies that the company committed a breach of contractual obligations, and

2.2.2. The Company certifies that this indemnity agreement and the attached Claim are duly signed by an authorized person of the Company.

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

**3. The address of the company, bank statements:**

company name

company address

the name of the bank serving the company

company bank account

the company's taxpayer registration number

name, surname and signature of the director of the company

K.T

Day/month/year

*\* is filled in by the secretary of the commission before publishing the invitation in the newsletter.*

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| R/R | **Terms of validity of the document "Request for payment".** | **of the specified field/**  **existence of a valid condition in the document** | **Requirement to complete a valid condition**  **( related to the procurement process )** | **Validity:**  **complementary side:**  **beneficiary or payer**  **( related to the procurement process )** |
| **1:** | **2:** | **3:** | **4:** | **5:00** |
| 1. | Name of the document | mandatory | Mandatory | <Request for Payment> is pre-filled on the document |
|  | payment request number | mandatory | Mandatory | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | mandatory | mandatory | is completed by the beneficiary on the day of submission of the payment request to the payer's bank . |
|  | Name of the payer , or first and last name | mandatory | mandatory  fill in the name of the person (payer) from whose account the amount specified in the request should be debited. Fill in the payer's name, surname if it is a natural person or name if it is a legal entity. Other data are indicated as necessary. Filled by the payer | filled in by the payer |
| 5. | name of the financial organization (branch) serving the payer (payer's bank) | mandatory | mandatory | filled in by the payer |
| 6. | the payer's account number | mandatory | mandatory  the number of the payer's bank account in the financial organization serving him (branch) is filled in, from which the amount specified in the demand letter should be charged | filled in by the payer |
| 7. | Payer's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a registered taxpayer | filled in by the payer |
| 8. | Payer's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a natural person | filled in by the payer |
| 9. | Beneficiary 's name , or first and last name | mandatory | mandatory  the name of the beneficiary (payee) is filled in. Other data is also indicated as necessary | is filled in advance by the beneficiary by invitation |
| 10. | Beneficiary's ID number | mandatory | optional  ( not filled in during the purchase process ) | ( not filled ) |
| 11. | Beneficiary's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is filled in advance by the beneficiary by invitation |
| 12. | the name of the financial organization (branch) serving the beneficiary | mandatory | Mandatory | is filled in advance by the beneficiary by invitation |
| 13. | beneficiary account number | mandatory | mandatory  treasury ) account to which the funds collected from the payer should be transferred is filled | is filled in advance by the beneficiary by invitation |
| 14. | amount (in numbers and words) | mandatory | mandatory  the amount payable to the beneficiary is filled | filled in by the payer |
| 15. | Amount accepted: (in numbers and words) | mandatory | optional  (intended for partial acceptance of the specified amount, which does not apply in connection with purchases) | (not filled in and not applied) |
| 16. | currency (in words and code) | mandatory | Mandatory | filled in by the payer |
| 17. | the purpose of the transaction | mandatory | The words " to ensure qualification " must be filled in | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatory  the data of the document that is the basis for charging the amount specified in the demand letter and the payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank serving the payer, fill in the contract number that is the basis for submitting the demand letter, the code of the purchase procedure according to the damages agreement , | is completed by the beneficiary |
| 19. | Payment Terms: | mandatory | mandatory  the words <accepted payment> are added,  which means that by signing the demand letter, the payer gives his consent in advance to debit the specified amount from his account | is pre-filled by the beneficiary |
| 20. | number of attached pages | mandatory | optional  the number of pages of documents attached to the demand letter, which must be provided to the payer ( the payer's bank ) is filled  If the < Basis of payment execution> field is filled, then this data must be filled . | is completed by the beneficiary |
| 2 1.a. | signature of the payer | mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment terms field , the payer , by signing, agrees in advance to charge the specified amount from his account. If the payer submits the claim electronically, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 2 1.b. | payer's stamp | mandatory | mandatory  in the presence of a seal , when the payer submits the claim in paper form | is signed by the payer  when submitting in paper form |
| 22.a. \_ | Beneficiary's signature | mandatory | Mandatory :  filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | Beneficiary's stamp | mandatory | mandatory  if there is a seal | is signed by the beneficiary  when presenting to the bank in paper form |
| 2 3 .a. | the signature of the employee of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 .b. | stamp of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | mandatory | mandatory  The financial organization (branch) serving the payer must specify the date, time, and minute of the request. |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optional  is filled in upon presentation to the financial organization serving the beneficiary , where the employee's signature is placed on the paper request form |  |
| 2 4 .b. | the seal of the financial organization (branch) serving the beneficiary | mandatory | optional \_  the payment request form is completed upon submission of the latter , where the stamp is placed on the paper request form |  |
| 2 4 .c | date, time, minute of the financial institution serving the beneficiary | mandatory | optional \_  the payment request form is completed upon submission of the latter , where these data are placed on the paper request form |  |

**Appendix 5**

LM-TH-GHAPZB-23/11 **\* with code**

**Invitation to QUOTATION**

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

**(contract security)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

The name of the participant selected between **(hereinafter the beneficiary) and (hereinafter the principal)**

**the N contract to be concluded**

number of the contract to be concluded

**ensuring the fulfillment of obligations (hereinafter - guaranteed obligations).**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

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

the account number

3. This warranty is irrevocable.

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

5. The guarantee is valid between the beneficiary and the principal

number of the contract to be concluded

from the date of entry into force of the contract until the deadline for the delivery of the goods provided for in the contract to be concluded, including the warranty period

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor sends the printed version of the original guarantee from his official e-mail address to the e-mail address of the secretary of the evaluation committee specified in the invitation to the purchase procedure organized for the purpose of concluding the contract specified in point 1 of this guarantee.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the N contract, including the ones made in it

number of the contract to be concluded

copies of amendments, additional agreements;

2) the notice published by the beneficiary in the current bulletin at the address [www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

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

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

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

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

9. In the event of a decision to reject the claim, the guarantor immediately, but not later than on the same working day, informs the beneficiary about the rejection.

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

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

Executive body head

month, date, year

*\* is filled in by the secretary of the commission before publishing the invitation in the newsletter.*

**Appendix 5.1**

**With the code LM-TH-GHAPZB-23/11\***

**Invitation to QUOTATION**

**TORT AGREEMENT**

**(contract security)**

c. Yerevan "" 20

, represented by the Director of the Company

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

**1. Object of consent**

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

name of the customer

organized by code \* to the purchase procedure.

procedure code

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

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

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

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

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

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

e) The Company hereby agrees that the Paying Bank shall not bear any responsibility for the legality, validity, submission deadlines and actions taken by the Paying Bank to ensure the execution of the Claim submitted by the Customer and the Claim. 1.4 In case of non-fulfillment or improper fulfillment of the contract concluded by the Company as a result of the purchase procedure, the Customer submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing. In the event that this damages agreement and the attached Demand Letter are confirmed with an electronic digital signature, they are presented to the Paying Bank in electronic media , as well as in paper versions printed from them .

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

1.6 The Bank does not bear any responsibility for the Company's risks (damages suffered by the Company) and negative consequences as a result of the payment of the amount specified in the P order by the Paying Bank. The Bank is not obliged to verify the facts of the Company's violation of the terms of the contract.

* 1. In the event that the funds in the Company's account are insufficient, the Paying Bank shall inform the Client in writing within 2 ( two ) working days after receiving the payment request .
  2. After submitting this agreement and the attached statement to the Bank, if the amount is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau ) .

**2. Other conditions**

2.1 This agreement and the Demand Letter are irrevocable, enter into force from the moment of ratification by the Company and are valid until and including the twentieth business day following the last day of full performance of the obligations assumed by the Company under the contract to be concluded.

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

2.2.1. The client certifies that the company committed a breach of contractual obligations, and

2.2.2. The Company certifies that this indemnity agreement and the attached Claim are duly signed by an authorized person of the Company.

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

**3. The address of the company, bank statements:**

company name

company address

the name of the bank serving the company

company bank account

the company's taxpayer registration number

name, surname and signature of the director of the company

K.T

Day/month/year

*\* is filled in by the secretary of the commission before publishing the invitation in the newsletter.*

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| R/R | **Terms of validity of the document "Request for payment".** | **of the specified field/**  **existence of a valid condition in the document** | **Requirement to complete a valid condition**  **( related to the procurement process )** | **Validity:**  **complementary side:**  **beneficiary or payer**  **( related to the procurement process )** |
| **1:** | **2:** | **3:** | **4:** | **5:00** |
| 1. | Name of the document | mandatory | mandatory | <Request for Payment> is pre-filled on the document |
|  | payment request number | mandatory | mandatory | filled in by the beneficiary when submitting the payment request to the payer's bank |
|  | date of submission | mandatory | mandatory | is completed by the beneficiary on the day of submission of the payment request to the payer's bank . |
|  | Name of the payer , or first and last name | mandatory | mandatory  fill in the name of the person (payer) from whose account the amount specified in the request should be debited. Fill in the payer's name, surname if it is a natural person or name if it is a legal entity. Other data are indicated as necessary. Filled by the payer | filled in by the payer |
| 5. | name of the financial organization (branch) serving the payer (payer's bank) | mandatory | mandatory | filled in by the payer |
| 6. | the payer's account number | mandatory | mandatory  the number of the payer's bank account in the financial organization serving him (branch) is filled in, from which the amount specified in the demand letter should be charged | filled in by the payer |
| 7. | Payer's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a registered taxpayer | filled in by the payer |
| 8. | Payer's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the payer is a natural person | filled in by the payer |
| 9. | Beneficiary 's name , or first and last name | mandatory | mandatory  the name of the beneficiary (payee) is filled in. Other data is also indicated as necessary | is filled in advance by the beneficiary by invitation |
| 10. | Beneficiary's ID number | mandatory | optional  ( not filled in during the purchase process ) | ( not filled ) |
| 11. | Beneficiary's ID number | mandatory | optional  is supplemented in the cases defined by the normative legal acts of the Republic of Armenia, when the beneficiary is a registered taxpayer | is filled in advance by the beneficiary by invitation |
| 12. | the name of the financial organization (branch) serving the beneficiary | mandatory | mandatory | is filled in advance by the beneficiary by invitation |
| 13. | beneficiary account number | mandatory | mandatory  treasury ) account to which the funds collected from the payer should be transferred is filled | is filled in advance by the beneficiary by invitation |
| 14. | amount (in numbers and words) | mandatory | mandatory  the amount payable to the beneficiary is filled | filled in by the payer |
| 15. | Amount accepted: (in numbers and words) | mandatory | optional  (intended for partial acceptance of the specified amount, which does not apply in connection with purchases) | (not filled in and not applied) |
| 16. | currency (in words and code) | mandatory | mandatory | filled in by the payer |
| 17. | the purpose of the transaction | mandatory | The words " to ensure the performance of the contract " must be added | is filled in advance by the beneficiary by invitation |
| 18. | Basis for making payment: | mandatory | mandatory  the data of the document that is the basis for charging the amount specified in the demand letter and the payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank serving the payer, fill in the contract number that is the basis for submitting the demand letter, the code of the purchase procedure according to the damages agreement , | is completed by the beneficiary |
| 19. | Payment Terms: | mandatory | mandatory  the words <accepted payment> are added,  which means that by signing the demand letter, the payer gives his consent in advance to debit the specified amount from his account | is pre-filled by the beneficiary |
| 20. | number of attached pages | mandatory | optional  the number of pages of documents attached to the demand letter, which must be provided to the payer ( the payer's bank ) is filled  If the < Basis of payment execution> field is filled, then this data must be filled . | is completed by the beneficiary |
| 2 1.a. | signature of the payer | mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, if <accepted payment> is indicated in the Payment terms field , the payer , by signing, agrees in advance to charge the specified amount from his account. If the payer submits the claim electronically, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 2 1.b. | payer's stamp | mandatory | mandatory  in the presence of a seal , when the payer submits the claim in paper form | is signed by the payer  when submitting in paper form |
| 22.a. \_ | Beneficiary's signature | mandatory | Mandatory :  filled in when presenting to the bank | is signed by the beneficiary |
| 22 .b. | Beneficiary's stamp | mandatory | mandatory  if there is a seal | is signed by the beneficiary  when presenting to the bank in paper form |
| 2 3 .a. | the signature of the employee of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 .b. | stamp of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is submitted in paper form to the financial organization serving the payer |  |
| 2 3 . c: | date, time, minute of execution by the financial organization (branch) serving the payer | mandatory | mandatory  The financial organization (branch) serving the payer must specify the date, time, and minute of the request. |  |
| 2 4 .a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optional  is filled in upon presentation to the financial organization serving the beneficiary , where the employee's signature is placed on the paper request form |  |
| 2 4 .b. | the seal of the financial organization (branch) serving the beneficiary | mandatory | optional \_  the payment request form is completed upon submission of the latter , where the stamp is placed on the paper request form |  |
| 2 4 .c | date, time, minute of the financial institution serving the beneficiary | mandatory | optional \_  the payment request form is completed upon submission of the latter , where these data are placed on the paper request form |  |

**Appendix 5.2**

**LM-TH-GHAPZB-23/11 \* with code**

**of invitation**

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

**(advance payment provision)**

**1. This guarantee (hereinafter - guarantee) is**

name of the customer

The name of the participant selected between **(hereinafter the beneficiary) and (hereinafter the principal)**

**of the advance payment provided for in the contract N to be concluded**

number of the contract to be concluded

**ensuring fulfillment of contractual obligations (hereinafter referred to as guaranteed obligations) within the scope of provision.**

**2. With a guarantee (hereinafter - guarantor**

the name of the guaranteeing bank

**person) unconditionally undertakes to pay the beneficiary in accordance with the procedure and within the period specified by this guarantee (hereinafter referred to as the claim) to the beneficiary**

the amount in numbers and letters

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

account **by transfer.**

3. This warranty is irrevocable.

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

5. The guarantee is valid between the beneficiary and the principal N to be concluded

number of the contract to be concluded

from the date of entry into force of the contract until the deadline for the delivery of the goods specified in the contract to be concluded

including the ninetieth working day following the date. On the day of issuing the guarantee, the guarantor sends the printed version of the original guarantee from his official e-mail address to the e-mail address of the secretary of the evaluation committee specified in the invitation to the purchase procedure organized for the purpose of concluding the contract specified in point 1 of this guarantee.

6. The beneficiary submits the claim to the guarantor in writing. The following documents are submitted with the request:

1) of the N contract, including the ones made in it

number of the contract to be concluded

copies of the amendments, additional agreements;

2) the notice published by the beneficiary in the current bulletin at the address [www.procurement.am about the unilateral termination of the contract.](http://www.procurement.am)

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

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

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

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

9. In the event of a decision to reject the claim, the guarantor immediately, but not later than on the same working day, informs the beneficiary about the rejection.

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

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

12. The guarantor sends the printed version of the original guarantee on the day of issuing the guarantee from his official e-mail address to ------------------------------ --

procedure code

to the e-mail address of the secretary (procurement coordinator) specified in the invitation to the purchase procedure with the code.

Executive body head

month, date, year

*\* is filled in by the secretary of the commission before publishing the invitation in the newsletter.*

**Appendix 6**

**With the code LM-TH-GHAPZB-23/11\***

**Invitation to QUOTATION**

**SUPPLY OF GOODS FOR GOVERNMENT NEEDS**

**CONTRACT:**

**N:**

c. "" 20 years

\_\_\_\_\_\_ on behalf of \_\_\_\_\_, operating on the basis of the charter of , hereinafter " Buyer " , on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the charter of , hereinafter " Seller" " on the other hand, concluded this agreement about the following.

**1. SUBJECT OF THE CONTRACT**

1.1. The Seller undertakes to deliver to the Buyer the product (hereinafter referred to as the product ) specified in Annex No. 1 of the Contract to the Purchase Schedule ( hereinafter referred to as the Product) at the specified price , volume, time and address , and the Buyer undertakes to accept the product and pay for it .

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

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

2.1.1 If the Seller does not deliver the product within the period specified by the contract, to refuse the product, if the delivery dates have been violated by more than a day.

2.1.2 If a product of inappropriate quality, not meeting the technical specifications stipulated in the contract, was delivered:

a) to demand compensation for the expenses incurred due to the inappropriate quality of the product;

b) not to accept the product, setting at its discretion a reasonable period of free replacement of the product of inappropriate quality with a product of the quality corresponding to the contract, and to demand from the Seller to pay the fine provided for in clause 6.3 of the contract;

c) refuse to fulfill the contract and demand the return of the money paid for the product.

2.1.3 If the amount of goods delivered is less than that determined by the contract, then:

a) request to fill the less delivered quantity of the product,

b) to refuse the delivered product and to pay for it, and if the product has been paid for, to demand the return of the paid amount and to pay the penalty stipulated in clause 6.2 of the contract.

2.1.4 If a product was delivered in violation of the type condition, at his choice:

a) accept the product that meets the type condition and reject the rest of the products;

b) refuse all delivered goods and demand payment of the penalty provided for in clause 6.2 of the contract;

c) demand a free replacement of a product that does not meet the condition regarding the type with a product corresponding to the type provided for in the contract.

2.1.5 In case of violation of the delivery terms by the Seller, at its discretion, set a new delivery date for the goods and request the Seller to pay the penalty provided for in clause 6.2 of the contract.

*\* is filled in by the secretary of the commission before publishing the invitation in the newsletter.*

2.1.6 To require the Seller to compensate the damages if, as a result of the Seller's breach of obligation, within a reasonable period of time after the termination of the contract, the Buyer purchased a product from another person at a higher, but reasonable price, instead of the one provided for in the contract, in the amount of the difference between the prices specified in the contract and the transaction concluded instead, as well as all necessary and reasonable expenses incurred by him in acquiring the goods from another person.

2.1.7 Unilaterally terminate the contract (full or partial) if the Seller has materially violated the contract;

2.1.7.1 The violation of the contract by the seller is considered material if:

a) delivered a product of inappropriate quality that cannot be replaced within a period acceptable to the Buyer;

b) product delivery terms were violated by more than a day,

2.1.8 Inspect the product and immediately notify the Seller of any defects found.

**2.2 The buyer is obliged to:**

2.2.1 Perform all necessary actions to ensure acceptance of the delivered product in accordance with the contract.

2.2.2 In case of refusal of the goods delivered by the Seller in accordance with the contract, ensure the responsible protection of the goods and immediately inform the Seller about it.

2.2.3 In case of acceptance of the goods delivered in the order and terms stipulated by the contract, to pay to the Seller the sums payable by the latter, and in case of violation of the payment term, also the penalty provided for in clause 6.5 of the contract.

2.2.4 Notify the Seller about the violation of the terms of the contract regarding the quantity, variety, and quality of the product immediately after discovering the defect or within a reasonable period of time, when the violation of the corresponding condition of the contract should have been detected based on the nature and importance of the product.

2.2.5 In accordance with clause 2.3.3 of the contract, after the termination of the contract, to compensate the Seller for the damages caused by the latter and substantiated in the prescribed manner.

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

2.3.1 Request the buyer to accept the goods delivered in the order , volumes , terms and address provided for in the contract.

to pay the amounts payable to him for the goods delivered and accepted by the Buyer in the order , volumes , terms and address provided for in the contract .

2.3.3 Terminate the contract unilaterally (in whole or in part) if the Buyer has materially breached the contract.

2.3.3.1 The breach of the contract by the buyer is considered significant if the terms of payment for the goods have been repeatedly violated.

2.3.4 To deliver the goods early with the consent of the buyer.

**2.4 The seller is obliged to:**

2.4.1 Deliver the goods to the buyer in the order, volumes, terms and address provided by the contract.

2.4.2 Ensure the delivery of the product in accordance with sub-clause b) of clause 2.1.2 and (or) clause 2.1.5 of the contract within the time limits set by the Buyer.

2.4.3 Deliver goods free of third party rights to the buyer.

2.4.4 To deliver to the buyer the quality and quantity of goods specified in the contract, within the terms and at the address specified in the contract, and at the buyer's request, to provide the documents certifying the quality of the goods, defined by RA legislation.

2.4.5 In case of allowing incomplete supply, fill in the incomplete supply in accordance with the procedure provided by the contract.

2.4.6 Take back the goods accepted by the Buyer for responsible custody in accordance with clause 2.2.2 of the contract or dispose of them within a reasonable period of time, as well as compensate the necessary expenses related to accepting the goods for responsible custody, selling them or returning them to the Seller.

2.4.7 In the cases provided for in the contract, to pay the penalty and fine provided for in clauses 6.2 and 6.3 of the contract.

2.4.8 Hand over the product belongings and relevant documents to the buyer.

2.4.9 In accordance with clause 2.1.7 of the contract, after the termination of the contract, to compensate the Buyer for the damages caused by the latter and justified in the prescribed manner.

2.4.10 The person who submitted the qualification and contract security is obliged to notify the Buyer in advance in writing in case of starting a liquidation or bankruptcy process during the validity of the security.

**3. CONTRACT PRICE AND METHOD OF PAYMENT**

3.1 The contract price is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AMD, including VAT. [[19]](#footnote-19)The contract price includes all payments (expenses) to be made by the Seller to ensure the performance of the contract, including taxes, duties, transportation, insurance costs, gratuities and expected profit.

The price of the supply of the product is stable and the Seller has no right to demand an increase and the Buyer to decrease that price.

3.2 From the date of signing the contract , the Buyer transfers up to AMD to the Seller's bank account as a down payment. The advance payment is made by making deductions ( deductions ) from the payments made based on the handover-acceptance protocols . Moreover, no payments are made to the Seller until the full payment of the advance payment .[[20]](#footnote-20)

3.3 The buyer pays for the goods delivered to him in AMD cashless by transferring funds to the Seller's settlement account. The transfer of funds is carried out on the basis of the handover-acceptance protocol in the months specified in the payment schedule of the contract (appendix N 2), but not later than December of the given year.

Moreover, in order to make a payment, within 3 working days after the date of signing the handover-acceptance protocol, the buyer enters the payment order and a copy of the handover-acceptance protocol into the treasury system of the authorized body, and based on the documents submitted according to the established procedure, the authorized body makes the given payment according to the handover-acceptance protocol. if entered into the treasury system, within five working days within the terms specified by the payment schedule of this contract [[21]](#footnote-21).

**4. PRODUCT QUALITY AND WARRANTY**

4.1 The seller guarantees the conformity of the quality of the supplied product with the requirements of the state standard.

4.2 For products that are the main means, the warranty period is defined on the calendar day after the day following the day of acceptance of the product by the Buyer. If defects of the delivered product appear during the warranty period, the Seller is obliged to eliminate the defects at his own expense within a reasonable period of time set by the Buyer.[[22]](#footnote-22)

**5. PRODUCT PICKUP AND ACCEPTANCE**

5.1 The supplied product is accepted by signing the delivery-acceptance protocol between the Buyer and the Seller. The fact of handing over the product to the Buyer is recorded by a mutually approved document between the Buyer and the Seller, indicating the date of the document.

Before and including the day scheduled for the delivery of the goods under the contract, the Seller provides the Buyer with the document, signed by him, recording the fact of handing over the goods to the Buyer (appendix N 3.1), and through the electronic procurement armeps system (the operation manual is posted on the "Electronic" section of the website operating at www.procurement.am in the "purchases" section), as well as the handover-acceptance protocol (appendix N 3). At the same time, the Seller does not sign the handover-acceptance protocol, he confirms it with an electronic signature, filling in only those columns that refer to his data (the filling procedure is posted in the subsection "Orders of the Minister of Finance" of the "Legislation" section of the website at www.procurement.am).

5.2 If the delivered product meets the terms of the contract, the Buyer signs the delivery-acceptance protocol signed by him and the positive conclusion that was the basis for signing it, within the working day counted from the day following the day of receiving the documents specified in clause 5.1 of the contract, and provides the Seller with the electronic procurement armeps system.

returns the handover-acceptance protocol and the negative conclusion that was the basis for its non-signing back to the Seller through the electronic procurement armeps system within the period specified in clause 5.2 of the contract. In the case of application of this clause, the Buyer shall take the measures provided for in the contract for such a situation and apply the measures of responsibility provided for in the contract to the Seller.

5.4 If the Buyer does not accept the delivered goods or does not refuse to accept them within the period specified in clause 5.2 of the contract, then the supplied goods are considered accepted and on the ­working day following the deadline specified in clause 5.2 of the contract, the Buyer provides the Seller with the handover-acceptance protocol signed by him ­through the electronic procurement system. :

**6. LIABILITY OF THE PARTIES**

6.1 The seller is responsible for the quality of the delivered product and the delivery dates provided for in the contract.

(zero whole five hundredths) percent of the price of the goods subject to delivery but not delivered shall be charged to the Seller for each delayed working day .

6.3 In each case of delivering a product that does not meet the technical specification specified in clause 1.1 of the contract, the Seller shall be charged a fine in the amount of 0.5 [[23]](#footnote-23)(zero whole five decimal) percent of the contract price. Moreover, the fine is also calculated. in the case of delivery of the product within the period specified by this contract, but not accepted by the customer.

6.4 The penalty and penalty provided for in clauses 6.2 and 6.3 of the Agreement are calculated and set off against the amounts payable to the Seller.

(zero whole five hundredths) percent of the payable but unpaid amount is calculated for each delayed working day .

6.6 In cases not provided by the contract, the parties are responsible for failure to fulfill their obligations or improper fulfillment in accordance with the RA legislation.

6.7 Payment of fines and/or fines does not exempt the Parties from fully fulfilling their contractual obligations.

**7. EFFECT OF INVINCIBLE FORCE (FORCE MAJEURE)**

The parties are released from liability for failure to fully or partially fulfill the obligations under the contract, if it was due to force majeure, which arose after the conclusion of this contract, and which the parties could not foresee or prevent. Such situations are earthquake, flood, fire, war, declaring a state of military and emergency, political disturbances, strikes, suspension of work of means of communication, acts of state bodies, etc., which make it impossible to fulfill the obligations under this contract. If the effect of force majeure continues for more than 3 (three) months, each of the parties has the right to terminate the contract by notifying the other party in advance.

**8. OTHER TERMS**

8.1 The contract enters into force from the moment of signing by the parties and remains in effect until the parties fulfill their obligations under the contract .

A condition for fulfilling the rights and obligations of the parties provided for in the contract is that the contract is registered by the Ministry of Finance of the Republic of Armenia.[[24]](#footnote-24)

8.2 The payment obligation of the party arising from the contract cannot be terminated by offsetting the counter obligation arising from another contract, without the written and sealed agreement of the parties. The right to a claim arising from the contract cannot be transferred to another person without the written consent of the debtor party.

8.3 In the event that, as a result of monitoring or control over the fulfillment of the requirements of the law, or investigation of complaints, it is recorded that in the purchase process organized for the purpose of concluding the contract, before the conclusion of the contract, the Seller submitted false documents (information and data) or to recognize the latter as a selected participant. the decision on procurement does not comply with the legislation of the Republic of Armenia, then after these grounds appear, the Buyer unilaterally terminates the contract, if the recorded violations, if known before the conclusion of the contract, would have been grounds for not signing the contract according to the legislation of the Republic of Armenia on procurement. At the same time, the Buyer does not bear the risk of losses or missed benefits arising for the Seller as a result of the unilateral termination of the contract, and the latter is obliged to compensate the losses suffered by the Buyer due to his own fault in the amount in which the contract was terminated, in accordance with the procedure established by the law of the Republic of Armenia.

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

8.5 Amendments and additions to the contract can be made only with the mutual agreement of the Parties by signing an agreement, which will be an integral part of the contract.

It is forbidden to make such changes in the contract, and if the price of the contract is a factor, also in the agreement signed in each subsequent year of the contract, which lead to an artificial change in the volume of the purchased product or the unit price of the purchased product or the price of the contract.

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

8.6 If the contract was implemented by signing an agency contract.

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

2) in the event of a change of agent during the execution of the contract, the Seller shall notify the Buyer in writing, providing a copy of the agency contract and the data of the person who is a party to it, within five working days from the date of the change.[[25]](#footnote-25)

8.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several responsibility. Moreover, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of responsibility provided for in the contract are applied to the consortium members.[[26]](#footnote-26)

8 . 8 The deadline for the delivery of the product can be extended until the expiration of that period according to the contract , in the presence of the Seller's proposal , provided that the Buyer has not lost the demand for the use of the product , and the Seller 's proposal was submitted no later than the expiration of the contractually stipulated period for oral delivery at least 7 calendar days . Moreover, in the case defined by this point, the product delivery period can be extended once by up to 30 calendar days , but not more than the period defined by the contract .

8.9 The benefits (savings) or losses suffered by the parties (Seller or Buyer) under the conditions of proper performance of the contract are the benefits or losses suffered by the given party.

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

8.10 The contract cannot be changed ­due to partial non-fulfillment of the obligations of the parties or completely resolved by the mutual agreement of the parties, except for cases of reduction of financial allocations necessary for the supply of goods in accordance with the legislation of the Republic of Armenia. At the same time, it is necessary to obtain the mutual consent of the parties to the contract, the parties to the partial non-fulfillment of the obligations or the full resolution, before reducing the financial allocations necessary for the supply of the product in accordance with the legislation of the Republic of Armenia.

8.11 The Buyer shall publish the notice of full or partial unilateral termination of the contract based on non-fulfillment or improper fulfillment of the obligations assumed by the Seller in the "Notices of Unilateral Termination of Contracts" section of the website operating at www.procurement.am, indicating the date of publication. ­The seller, regarding the unilateral termination of the contract, is considered duly notified from the day following the publication of the notice specified in this clause. On the day of publication of the notice of full or partial unilateral termination of the contract in the newsletter, the Buyer shall also send it to the Seller's e-mail. 8.12 Disputes arising in connection with the contract are resolved through negotiations. In case of failure to reach an agreement, the disputes are settled by court order.

8.13 The contract consists of \_\_\_\_ pages, it is signed in two copies, which have equal legal force, one copy is given to each party. Appendices N 1, N 2, N 3 and N 3.1 of the contract are considered an integral part of the contract.

8.14 The law of the Republic of Armenia shall be applied to relations related to the contract.

8.15 The supply of goods under the contract is carried out through the availability of financial resources for this purpose and the conclusion of an appropriate agreement between the parties based on this. The contract is terminated if, within six months following the date of its conclusion, financial means are not provided for the performance of the contract for this purpose. At the same time, the calculation of the six-month period given by this clause for the provision of financial resources for concluding each subsequent agreement begins from the date of acceptance by the customer of the product delivery results specified in the previous agreement in full. If the amount of financial resources allocated for the execution of the contract exceeds twenty-five times the base purchase unit, then the Buyer will sign an agreement if the qualification and contract provisions presented by the Seller in the form of damages are replaced by a guarantee or cash, taking into account the Government of the Republic of Armenia No. 526 of May 4, 2017 - The requirements of clauses "c" of clause 1, sub-clause 1, and clause 17, clause "b" of Annex No. 1 of Decision N. At the same time, the Seller signs the agreement, and in case of replacement of the qualifications and security of the contract presented in the form of compensation, also presents the new security to the Buyer within fifteen working days from the date of receiving the notice of signing the agreement. Otherwise, the contract is unilaterally terminated by the Buyer.[[27]](#footnote-27)

**9. Addresses, bank statements and signatures of the parties**

|  |  |  |
| --- | --- | --- |
| **BUYER:**  -------------------------------------  / signature /  K. \_ T: |  | **SELLER**  -------------------------------------  / signature /  K. \_ T: |

*If necessary, provisions that do not conflict with RA legislation may be included in the contract.*

*Appendix N 1*

*" " 20 years sealed*

*contract code*

TECHNICAL CHARACTERISTICS - PURCHASE SCHEDULE\*

AMD

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product: | | | | | | | | | | | |
| the dose number on the invitation | the transit code provided by the procurement plan according to the CMA classification (CPV) | the name | trademark, brand name, model and manufacturer name \*\* | technical specification | unit of measurement | unit price/ AMD | total price/ AMD | total amount | of supply | | |
| the address | subject quantity | Date\*\*\* |
|  | **31331192** | **cable: Avvg 2 \*16 /500m/** |  | According to GOST 16442-80 , power aluminum cable : 2 cores 16 mm 2  with a cut surface , each of the two strands is separately insulated , and the 2 strands are separately insulated , the length of the bundle is 200 m - 600 m | m: | 300 |  | 500 |  |  |  |

**1st dose technical specification**

**1.** No packer required . The production date of the cables is no less than 2022 , with the relevant reference from the manufacturing plant regarding the production date , the presence of a quality certificate , the length of each one meter distance of the cable insulator , and the packaging with the GOST mark . At the stage of contract execution, the presentation of the warranty letter or certificate of conformity from the product manufacturer or the last representative is mandatory. The delivered product must be brand new and used .

**2.** Delivery and handling is carried out by means of the supplier . Address: Tumanyan , Central Street , 1 building .

**3 . In the case of delivering products that meet the technical characteristics of the product** provided by the contract and exceed the quality characteristics of any component , the acceptance of the products is possible if there is a written professional conclusion of the person ( persons ) who designed the project .

\* *The product delivery period, and in the case of phased delivery, the first stage delivery period, must be set at least 20 calendar days, the calculation of which is made on the date of the entry into force of the conditions for the fulfillment of the rights and obligations of the parties provided for in the contract, except for the case when the selected participant agrees to the product deliver in a shorter period of time. The delivery deadline cannot be later than December 25 of the given year.*

\*\* *If the selected participant submitted products produced by more than one manufacturer, as well as products with different trademarks, brand names and models , then those that have been evaluated satisfactorily are included in this appendix. If the invitation does not provide for the presentation of information about the trademark, brand name, model and manufacturer of the product offered by the participant, then the "trademark, brand name, model and name of the manufacturer" column is removed. In the case provided by the contract, the Seller also presents the product to the Buyer from the manufacturer or letter of guarantee or certificate of compliance from the latter's representative.*

*\*\*\* If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Purchases", the calculation of the grace period is defined in calendar days, calculating from the date of entry into force of the agreement between the parties in case of financial resources.*

|  |  |  |
| --- | --- | --- |
| **BUYER:**  -------------------------------------  / signature /  K. \_ T: |  | **SELLER**  -------------------------------------  / signature /  K. \_ T: |

*Appendix N 2*

*" " 20 years sealed*

*contract code*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE\*

AMD

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product: | | | | | | | | | | | | | | | |
| the dose number on the invitation | code provided by the procurement plan according to CMA classification (CPV) | the name | payments are scheduled to be made in 2020 according to months, including\*\* | | | | | | | | | | | | |
|  |  |  | january | February | march | April | may | June | July | august | September | October | november | december | That's all |
| 1: | **31331192** | **cable: Avvg 2 \*16 /500m/** | ... % | ... % | ... % | ... % | 10 % | 15 % | 50 % | 50 % | 70 % | 100 % | 100 % | 100 % | 100 % |

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

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

|  |  |  |
| --- | --- | --- |
| **BUYER:**  -------------------------------------  / signature /  K. \_ T: |  | **SELLER**  -------------------------------------  / signature /  K. \_ T: |

*Appendix N 3*

*" " 20 years sealed*

*contract code*

|  |  |
| --- | --- |
| Party to the contract  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PROTOCOL N:**

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

**RECEPTION - ACCEPTANCE**

" " "" 20

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

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

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

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

Within the scope of the contract , the contracting party has supplied the following products:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N: | Products supplied | | | | | | | |
| the name | a brief description of the technical specification | quantitative index | | execution period | | Amount to be paid /thousand drams/ | Payment term /according to the payment schedule/ |
| according to the purchase schedule approved by the contract | actually | according to the purchase schedule approved by the contract | actually |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

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

|  |  |
| --- | --- |
| Delivered the product | Product received |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 3.1*

*" " 20 years sealed*

*contract code*

ACT N:

on fixing the fact of handing over the contract result to the Buyer

It is hereby recorded that ( hereinafter : Buyer ) and

Buyer name Seller name

( hereinafter : Seller ) between 20 N sealed to

date of conclusion of the contract, contract number

within the framework of the contract, the Seller 20 delivered the following products to the Buyer for the purpose of delivery-acceptance.

|  |  |  |
| --- | --- | --- |
| Product: | | |
| the name | unit of measurement | amount ( actual ) |
|  |  |  |
|  |  |  |

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

THE SIDES

|  |  |
| --- | --- |
| **Delivered** | **Accepted** |

representative who designed the application:

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

1. ***If the purchase is carried out in the form of a request for a quotation or a purchase from one person determined on the basis of urgency, the secretary of the evaluation committee during the preparation of the texts of the announcement and invitation based on this model document, in all those sections, clauses and paragraphs, including the model forms of the documents to be submitted by the participants, where used is replacing the words "open tender" with the words "request for quotation" or "purchasing from one person on the basis of urgency", respectively, and in the code the word "HMAAPPSD" with the words "HMAAPPSD" or "HMAAPPSD", respectively.*** [↑](#footnote-ref-1)
2. *If the purchase price does not exceed the thresholds set by the World Trade Organization government procurement agreement, then this sentence is removed from the announcement.* [↑](#footnote-ref-2)
3. *The item , as well as section 7 of part 1 of the invitation , is removed from the invitation if:*

   *- the procedure is organized on the basis of Article 15 , Part 6 , Clause 1 of the Law of the Republic of Armenia " On Purchases " ,*

   *- the price of the product to be purchased within the framework of the purchase procedure (the total price of the planned (anticipated) purchase) does not exceed 25 million . The RAdram .*

   *- the purchase is carried out on the basis of urgency in the form of purchase from one person .*

   *In the case of application of this condition, the invitation items , sections and links made through them are edited .* [↑](#footnote-ref-3)
4. *If the purchase is made on the basis of urgency in the form of purchase from one person , then:*

   *2nd paragraph of clause 3.1 is written as follows: " The participant has the right to request clarification of the invitation from the committee at least one calendar day before the deadline for submission of applications. The clarification of the invitation can be requested until 17:00 ( Yerevan time ) on the date specified in this clause." The commission provides clarification to the participant who made the inquiry during the calendar day following the day of receipt of the inquiry , but no later than at least 3 hours before the deadline for submission of applications for the procedure . The participant submits the question mentioned in this point to the e-mail of the commission 's secretariat . The explanation about the request is sent to the secretary of the committee through the e-mail provided by this invitation to the participant by sending the request to the received e- mail . ".*

   *- Clause 3.4 is written as follows: "3.4 At least one calendar day after the deadline for submission of applications, changes can be made in the invitation. On the day of making the change, an announcement about making the change is published in the newsletter . ".*

   *- Clause 3.6 is amended as follows: "3.6 In case of changes in the invitation, the deadline for submitting applications is calculated from the date of publication of the announcement in the bulletin about those changes." »* [↑](#footnote-ref-4)
5. *In case of procurement by tender or request for quotation, this sentence shall be removed from the invitation if:*

   *on the basis of clause 1 of part 6 of Article 15 of the Law ,*

   *- the price of the goods to be purchased within the framework of the purchase procedure ( planned (anticipated) total purchase price ) does not exceed 25 mln . The AMD* [↑](#footnote-ref-5)
6. *If: the procedure in portions is , then first step by step need is Coordination in the " Application " field in advance mention it the dose or the doses to which for the participant application is represents from \_ after new only fill in rest fields otherwise \_ of the application documents they are not open evaluation time \_ Present the sentence from the invitation removed is , if of purchase the procedure no being organized in portions* [↑](#footnote-ref-6)
7. *In the case of participants who are residents of the Republic of Armenia, the declaration published with a link to the website containing information on the real beneficiaries specified in the application statement is published .* [↑](#footnote-ref-7)
8. *If this invitation does not provide for the submission of information on the trademark, brand name, model , and manufacturer's name of the product offered by the participant, then "as well as the trademark, brand name, model , and manufacturer's name of the offered product" shall be removed from the subsection. At the same time, the participant can present products produced by more than one manufacturer, as well as products with different trademarks, brand names and models , if the condition defined by the last sentence of clause 1.1 of this part is not applied .* [↑](#footnote-ref-8)
9. *The sub-point is omitted if the bid security requirement is not defined .* [↑](#footnote-ref-9)
10. *Defined is to the donor by :* [↑](#footnote-ref-10)
11. *This sentence shall be omitted from the invitation if the procurement procedure is not organized in installments.* [↑](#footnote-ref-11)
12. *The sentence <<If the security is presented in the form of a bank guarantee, then the period provided for in this point is 10 working days.>> is removed from point 10.1.*

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

    *- the procedure is organized on the basis of Article 15, Part 6 of the RA Law "On Purchases", except for the case when the amount of financial resources required to organize the procedure exceeds 25 million as of the date of approval of the purchase request. AMD and for the full execution of the contract to be concluded, financial resources will be required in the future, or when the financial resources provided as of the date of approval of the purchase application, an advance payment will be provided.* [↑](#footnote-ref-12)
13. *If the purchase price of the given portion with the purchase request :*

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

    *the words <<damage (appendix 4.2 ) or >> are removed from this paragraph , and the number <<20>> is replaced by the number <<90>> ,*

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

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

    *- within the framework of the given procedure, the regulation defined by paragraph 4 of clause 10.2 is applied, then instead of paragraphs 4 and 5, the following condition is defined: "After accepting the result of each stage of the execution of the contract, the amount of qualification assurance is reduced in proportion to the amount of that stage. The selected participant submits the assurance of qualification in the form of guarantee according to Annex 4.1, and Annex 4 is removed from the invitation.* [↑](#footnote-ref-14)
15. *If the price of the product to be purchased does not exceed 25 mln. AMD, then the words "in the form of a bank guarantee or cash" are replaced by "in the form of a unilaterally approved declaration of damages (appendix 5.1) or cash" literally, the number <<90>> mentioned in paragraph 3 is replaced by <<20>> by number.* [↑](#footnote-ref-15)
16. *This clause is edited according to the respective customer.* [↑](#footnote-ref-16)
17. *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-17)
18. If the regulation provided by the second sentence of point 2.4 of part 1 of this invitation is applied, then the words <<undertakes to submit qualification assurance in the order and time specified in the invitation, in case of being recognized as a selected participant.>> are replaced by <<or within the scope of this procedure the organization producing the products supplied by the latter, as an official representative, has a creditworthiness rating awarded by international reputable organizations (Fitch, Moody's, [Standard & Poor's ) at least equal to the sovereign rating awarded to the Republic of Armenia](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) , as of the date of opening bids. >> in words. In addition, the size of the rating and the name of the organization with the creditworthiness rating are also indicated.

    \*to be completed by the secretary of the commission before publishing the invitation in the newsletter.

    \*\* - When filling out the application statement, the participant who is a resident of the Republic of Armenia indicates the link to the website containing information about his real beneficiaries registered in the agency of the State Register of Legal Entities in accordance with the Law "On State Registration of Legal Entities, Divisions of Legal Entities, Institutions and Individual Entrepreneurs":

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

    - if the participant is an individual entrepreneur or a natural person, he does not provide information about the real beneficiaries. [↑](#footnote-ref-18)
19. *If the price offer is presented by the Seller without VAT , the words " including VAT " are removed when signing the contract .* [↑](#footnote-ref-19)
20. *The seller may refuse the offered advance payment or part of it. Moreover, in the contract to be concluded, the advance payment is defined in the amount agreed between the Buyer and the Seller .* [↑](#footnote-ref-20)
21. *In the case of customers who do not have accounts in the Treasury, the last paragraph of this clause is edited with the following content: "In addition, the payment for the purchase is made within the period specified by the payment schedule of this contract, within five working days."* [↑](#footnote-ref-21)
22. *This clause is removed from the draft contract if the product to be purchased is not a fixed asset. And if the product to be purchased is a fixed asset, the warranty period should not be less than 365 calendar days.* [↑](#footnote-ref-22)
23. *If the contract was signed on the basis of Article 15, Clause 6 of the RA Law "On Procurement", the fine is calculated against the price of the agreement, within the scope of which the circumstance of non-fulfillment or improper fulfillment of the assumed obligations was recorded.*

    *If the contract includes more than one portion, the penalty is calculated against the total price specified in the contract for that portion.* [↑](#footnote-ref-23)
24. *In case of purchases that do not cause obligations at the expense of the state budget funds, this sentence is removed from the contract.* [↑](#footnote-ref-24)
25. *This clause is removed from the contract if the contract is not implemented by signing an agency contract.* [↑](#footnote-ref-25)
26. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-26)
27. *If the contract is concluded on the basis of Article 15, Part 6 of the RA Law "On Procurement" and the price of the contract does not exceed twenty-five times the basic purchase unit, then this clause is edited by removing the 4th sentence from the last one, and the 5th sentence is edited By replacing the words "and in the case of replacement of the qualifications presented in the form of damages and provisions of the contract, also new provisions" with the word "and". :* [↑](#footnote-ref-27)