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**STATEMENT:**

**ABOUT RATING REQUEST**

**This text of the statement is approved by the evaluation committee for 2024**

**By decision No. 1 of September 11**

**Code of the procedure: "HKL-GHAPZB-24/20"**

Client: Hrazdan community**Hrazdanakghluys AOC**,which is located at 1 Constitution Square, Hrazdan, administrative building, announces a request for quotation, which is carried out in one phase.

As a result of this procedure, the selected participant will be offered to sign according to the established procedure**economic and construction products** supply contract (hereinafter referred to as the contract).

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

The conditions presented to the persons who do not have the right to participate in this procedure, as well as to the 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.

In order to receive the procedure invitation on paper, it is necessary to apply to the client by 0945 on the 7th day from the date of publication of this announcement. Moreover, in order to receive an invitation in paper form, a written application must be submitted to the client. The client shall provide the invitation in paper form free of charge on the first working day following receipt of such request.

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.

Failure to receive an invitation does not limit the participant's right to participate in this procedure.

Applications for participation in this procedure must be submitted to c. Hrazdan, Constitution Square 1, room 20 of the administrative building, in documentary form until 0945 on the 7th day from the date of publication of this announcement.

In addition to Armenian, applications can also be submitted in English or Russian.

Applications will be opened in Hrazdan community, c. On September 18, 2024 at 9:45 a.m., at the address of room 20 of the administrative building, 1 Constitution Square, Hrazdan.

Complaints regarding this procedure should be submitted to the person who examines complaints related to purchases: c. Yerevan, Melik-Adamyan str. 1 address. The appeal is carried out according to the procedure specified in the invitation to this tender. In order to file a complaint, a fee of AMD 30,000 (thirty thousand) is required, which must be transferred to the treasury account number "900008000482" opened in the name of the Ministry of Finance of the Republic of Armenia.

For more information regarding this announcement, please contact:

**Secretary of the evaluation committee: Kristine Baghdasaryani Phone: 060-70-40-21**

**Email: baghdasaryan\_1978@mail.ru**

**Client:Hrazdankagluis AOC**

**Confirmed is**

**"HKL-GHAPZB-24/20"cover upc:with**

**quote request evaluatorof the commission**

**2024. N 1 of September 11by decision**

**ALARM BULLETIN**

**INVITATION:**

**ANNOUNCEMENT TO HOAKNEEDS FOR:``ECONOMIC AND CONSTRUCTION PRODUCTS** **ACQUISITION ON PURPOSE ANNOUNCEDRATING QUESTIONNAIRE**

*Dear participant before application making up and: presenting please we are in detail study hereby the invitation,how many that to the invitation non-compliant applications subject to are rejection.*

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Present the invitation provided is in: addition"HCL-GHAPZB-24/20"cover upc:with held request for quotation(from now on``currentc)statement.

Present the invitation to be composed isc:of samples about RA legislation,that seems``"Shopping about»RA: of the law(from now on``Law),RA: of the government2017the. N 526 of May 4N: by decision approved"Shoppingc:of the process organization»there wasc:in:(from now on``There wasc)and: other legal of acts requirements appropriate and: purpose: has **Hrazdankagluis AOCof** (from now on``customer)by declared currentc:to participate in intention having persons(from now on``participant)to inform currentc:in: conditionsclike subject,currentc:in: holding,to the selected participant to decide and: his with providedc:his to seal about,how also to assist currentc:in: the application while cooking.

Applications: can are submit all of you,independently them``foreign physical person,organization,citizenship without person to be outc:from the bowl.

Present currentc:in: with connected of relations towards applies is of Armenia Republic the right.Present currentc:in: with connected disputes subject to are exam of Armenia Republic in the courts.

The e-mail address of the secretary of the evaluation committee is:**baghdasaryan\_1978@mail.ru:**

**PART:I:**

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

1.1 The subject of the purchase is the acquisition of economic and construction goods for the needs of Hrazdankaghluys JSC (hereinafter also referred to as goods), which are grouped into 7 portions:

|  |  |  |
| --- | --- | --- |
| **The dose number** | **Purchase price** | **Name of dose** |
|  | 55,000 | Cable APV 6: |
|  | 975,000 | Cable APV 10:00 |
|  | 300,000 | Cable APV 16:00 |
|  | 727 500 | Metal claw |
|  | 252,000 | Metal pipe F108 |
|  | 228,000 | Metal pipe F89 |
|  | 150,000 | Metal pipe F127 |

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

**2.Participant PARTICIPATION RIGHT THE REQUIREMENTS,QUALIFICATION THE STANDARDSAND:THEM EVALUATION: THE PROCEDURE**

2.1:Presentto the procedureto participate right they don't have persons.

1)which are judicial as of the date of submission of the application in order recognized are bankrupt.

2)which as of the date of submission of the applicationon income controlled by the tax authorityhave up to one percent of their submitted price offer, but not more than fifty thousand AMDoverdue liabilities.

3) which or whose?executive of the body representative the application to present on the day preceding three years during convicted is wasa crime involving the financing of terrorism, child exploitation or human trafficking;creating or participating in criminal cooperation, receiving bribes, for bribery or bribery mediation and crimes against economic activities provided for by law,except it cases,when conviction by law defined in order removed or paid off is.

4)in respect of which there is an irrevocable administrative act issued in accordance with the law in the field of procurement within one year prior to the date of submission of the applicationanti-competitive agreement or dominant position of abuse for

5) which, as of the date of submission of the application, are included in the procurement process published in accordance with the procurement legislation of the countries that are members of the Eurasian Economic Union to participate right without participants in the list.

6) which as of the date of submission of the applicationincluded are procurement process to participate right without participants in the list:

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.

2.2 In order to evaluate the right to participate, the participant must submit the following approved by him with the application of invitation2ndpart2.1:with a point planned in writing statement. In addition to the statement provided for in this clause, no other documents or justifications may be required from the participant, including the selected 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:Prohibited isaffiliated persons defined in this clause and (or)at the same time person(persons)by established or more than fifty percent at the same time person(persons)belonging to share(share)having organizations simultaneous participationto this procedure(the same dose), except of the state or communities by established organizations and (or) jointlyc:of productivity there wasc:who(with the consortium) cof samplesc:cases of participation in the process.

Pursuant to Clause 119 of the Order:

1) natural persons are considered related if they are members of the same family, or manage a common 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 the 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 the other's voting shares (shares, units, 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 simultaneously 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, husband and children of the sister or brother are considered family members.

**2.4:Participantin case of being recognized as a selected participant, within the period and in the manner prescribed by Article 35 of the Law, he submits qualification assurance for the price offer he submittedin the amount of 15 percent. 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, Moodys,**[**Standard & Poor's**](https://ru.wikipedia.org/wiki/Standard_%26_Poor’s) **) 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 implemented by signing an agency contract. A participant applying for participation in this procedure (the same portion) cannot be a party to the agency contract.

2.6 Participants can participate in this procedure in the order of joint activity (consortium). In such a case:

1) any of the parties to the joint activity agreement cannot submit a separate application for the same procedure (same portion). In case of non-observance of the requirements of this paragraph, the bids submitted in the order of joint activity, as well as individually, will be rejected at the bid opening session.

2) Participants are jointly and severally liable. At the same time, in case of withdrawal of the consortium member from the consortium, the contract signed by the client with the consortium is unilaterally terminated and the measures of liability provided for in the contract are applied to the consortium members.

**3.INVITATION THE EXPLANATIONAND:INVITATION A CHANGE TO PERFORM THE PROCEDURE**

3.1:of the law29-th of the article according tomthe companion right has from the customer demand of invitation clarification.

Participant right has applications presentation deadline upon expiry at least five calendar day beforein writingto request from the commission of invitation clarification.The commissionthe request donem:to the farmer clarification providing is a written request to receive on the day next two calendar of the day during.

3.2:of inquiry and: clarifications content about the statementthe day of providing the clarificationpublished is of the current newsletter at www.procurement.am (hereinafter: newsletter)"Purchase announcements»department"Announcements regarding invitations clarifications»in subsection: without to mention the request donem:foraging partner the data.

3.3:Clarification no provided,if the request performed is hereby by section defined period violation,how also,if the request out isherebyof invitation content from the scope or if the request refers to the compliance of the technical specifications of the products to be offered by the latter with the technical specifications provided for in this invitation. Moreover, the participant is notified in writing about the reasons for not providing an explanationthe request to receive on the day next two calendars of the day during:

3.4:Applications presentation deadline upon expiry at least five calendar day ahead in the invitation can are performed changes. Change to perform on the day next three calendar of the day during change to perform and: them to provide conditions about statement is published in the newsletter.

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 via 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 specifying 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:Invitation changes to be done case applications to present deadline counted is that of changes about in the newsletter statement publication from the date.**

**4.THE APPLICATION TO PRESENT THE PROCEDURE**

4:.1 To participate in this procedure, the participant submits an application to the commission. The application is the proposal submitted by the participant based on this invitation.

Participant can is application submit how each dose,so email don't how many or all portions for

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

The procedure for preparing the request is described in the instructions for preparing requests for quotations in part 2 of this invitation.

4.2 Applications for the procedure must be submitted to the commission no later than at 09:30 on the 7th day after the announcement of this procedure and the invitation are published in the bulletin.**of Hrazdan communityHrazdanakghluys of the ANC,which is located in Hrazdan city, Constitution Square 1, administrative building room 20**at the address.

The secretary of the commission K. Baghdasaryan. The applications are registered by the secretary in the register according to the order of their receipt, indicating the registration number, day and time in the register. At the request of the participant, a certificate is issued. Applications submitted after the deadline for submission of applications are not registered in the register and they are returned by the secretary within two working days following the date of receipt.

4.3 The participant submits with the application:

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

a) certification of compliance of his data with the requirements of the right to participate defined by this invitation;­

b) certification, in case of being recognized as a selected participant, about the obligation to submit qualification security in the amount of the submitted price offer in the manner and within the time limit specified by point 2.4 of part 1 of this invitation;

c) a statement about the abuse of a dominant position and the absence of an anti-competitive agreement within the scope 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 declared 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 the contract..

2) the technical characteristics of the product offered by him (hereinafter referred to as the full description of the product).

3) price offer approved by him;

4) 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.

5) 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 PRICE OFFER IS FAMOUS**

5.1 In addition to the price of the product, the offered price includes the costs of transportation, insurance, duties, taxes, and other payments and cannot be less than their cost price. An estimate of the proposed price must be submitted with the application:

5.2:The participant submits 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 the general components. Calculation of cost components - no opening 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.

The evaluation and comparison of the price offers of the participants is 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 in with both numbers and letters and they match, 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 specified 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, the price offer is presented as a single number, the total price offered for the execution of the contract. 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 VALIDITY PERIOD, PROCEDURE FOR CHANGING AND WITHDRAWING APPLICATIONS**

6.1:According to Article 31 of the Law, the bid is valid until the conclusion of the contract in accordance with the Law, the withdrawal of the bid by the participant, the rejection of the bid, or the declaration of failure of this procedure.

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:The bids will be opened at the bids opening and evaluation session of the committee at 09:45 on the 7th day from the date of publication of the announcement of this procedure and the invitation in the bulletin.

At the application opening and evaluation session:

1) the chairman of the commission (chairman of the session) declares the session open and publishes the 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.

2)hereby point1-in in sub specified documents to the president(to the chairman of the session)from being transferred after the commission evaluation is``

a.applications containing the envelopes to make and: to present compliance defined in order and: opening matching appreciated applications,

b.opened each envelope required(planned)documents availability and: to them composition compliance by invitation defined valid conditions.

3)of the commission the president announcement is applications presented by participants price suggestions: one by number expressed basis accepting in letters written.

8.2 Bids are evaluated in accordance with this invitation.

**If the number of portions of the procurement procedure exceeds seventy-five, the evaluation of bids is carried out within fifteen working days from the date of their submission deadline.**

Bids that meet the conditions set forth in this invitation are deemed satisfactory, otherwise bids are deemed unsatisfactory and rejected. At the same time, in the bid opening and evaluation session, the committee rejects the bids in which the price offers are missing or they are presented inconsistently with the requirements of the invitation.

8.3 The selected participant is determined from the number of participants who submitted sufficiently evaluated bids, on the principle of giving preference to the participant who submitted the lowest price offer. In addition, when determining the participants selected by the committee and successively occupying places, the evaluation and comparison of the price offers is carried out without calculating the amount of tax specified in point 5.2 of part 1 of this invitation.

8.4 If there is a discrepancy between the amounts written in letters and numbers in the application, then the amount written in letters is taken as the basis. If the offered prices are presented in two or more currencies, then they are compared in Armenian drams at the exchange rate established by the CBA of Armenia on the official website /www.cba.am/ as of the date and time of the bid opening session.

8.5 Negotiations between the commission, the client and the participants are prohibited, except:

1) when one participant participated in the procedure, whose bid meets the requirements of the invitation or as a result of the evaluation of the bids, the bid of only one participant was evaluated in accordance with the requirements of the invitation in case of equality of the minimum prices offered, or if not the price offers submitted by all participants who submitted evaluated bids meeting the price conditions exceed the financial means provided for making that purchase in paragraph 2 of clause 8.1 of part 1 of this invitation or the purchase is carried out on the basis of part 6 of article 15 of the Law. Negotiations conducted in accordance with this point can only result in a reduction of the offered price or a change in the terms of payment, and the negotiations are conducted simultaneously with all participants;

2) Other cases provided by law.

8.6 H:the committee decides and announces the selected and successively placed participants from among the participants who have submitted bids that have been evaluated as sufficient for the requirements of the invitation. In case of purchase of products, the commission also assesses the compliance of the complete product descriptions with the requirements of the invitation. In case of equality of the offered minimum prices or if the price offers submitted by all participants who submitted evaluated bids that do not meet the price conditions exceed the price specified in the purchase bid for the goods to be purchased within the scope of this procedure, or the purchase is carried out on the basis of Article 15, Part 6 of the Law:

a. a non-price condition for the purpose of reducing the prices offered at the commission meeting in order to determine the selected and successively occupied participants­simultaneous negotiations are conducted with all participants assessed as meeting the criteria, if all participants (representatives with relevant authority) are present at the session,

b. otherwise, the committee session is suspended, and within one working day, the secretary of the committee notifies all participants who have submitted sufficiently evaluated bids by electronic means at the same time about the day, time and place of conducting simultaneous negotiations on price reduction;

c. negotiations shall be conducted no earlier than the second and no later than the fifth business day following the date of sending the notification;

d. the price offer presented by each participant at the given moment is published for other participants, and before the end of the deadline for negotiations, the participant can revise his price offer;

e. at the time of expiry of the deadline set for negotiations, according to the prices presented by the present participants, which do not exceed the price specified in the purchase request, the selected and successively placed participants are determined and announced;

f. at the time of the expiration of the deadline set for the negotiations, if the prices submitted by the participating participants exceed the price specified in the purchase bid, the evaluation committee may declare the participant who submitted a lower price offer as a result of the negotiations as the selected participant, provided that the rights and obligations of the parties stipulated in the contract signed with the latter are in force are included in the case of providing additional financial resources exceeding the price specified in the purchase request and concluding an agreement between the parties based on it. At the same time, the agreement is concluded within fifteen working days following the provision of additional financial resources, extending the terms of delivery of the product 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 paragraph shall be terminated if no additional funds are provided within sixty calendar days following its conclusion..

is. at the time of the expiration of the deadline set for negotiations, if the prices presented by the participants present at it exceed the price specified in the purchase request, or the minimum prices are equal, the purchase procedure is declared void based on Article 37, Part 1, Clause 1 of the Law, except for this sub-clause of the case provided for in paragraph "f".

8.7 Upon request, the secretary of the commission shall immediately provide copies of the application of any participant to the other participant who submitted such a request. In case of impossibility of fulfillment of the request, the person who made the request is immediately provided with the documents included in the request, which the latter gets acquainted with on the spot, has the right to photograph them and returns them to the secretary of the committee during the session, without hindering the normal activity of the committee.

8.8 If during the bid opening and evaluation sessionas a result of the conducted assessment, inconsistencies are recorded in the participant's application with respect to the requirements of the invitation, then the committee suspends the session for one working day, and the secretary of the committee notifies the participant electronically on the same day, offering to correct the discrepancy before the end of the suspension period.

In the case of a reasoned decision, the evaluation commission may verify the authenticity of the participant's (participants') certification submitted in the application for compliance with Article 6, Part 1, Clause 2 of the Law through the RA State Revenue Committee based on Clause 67 of the Order. In case of application of this paragraph, the information submitted to the committee shall at least contain information about the name of the participant(s), taxpayer registration number, and the date and month of submission of the application. If the discrepancy was recorded on the basis of the information received from the RA State Revenue Committee, then the original scanned version of the information received from the committee is also attached to the notification sent to the participant. The notice sent to the participant shall describe in detail all discrepancies found during the evaluation of the application.

8.9 If the participant corrects the recorded inconsistency within the period specified by point 8.8 of this invitation, the latter's application is considered satisfactory. Otherwise, the application of the given participant is assessed as insufficient and rejected, and the participant who takes the next place is recognized as the selected participant.

If, as a result of the evaluation of the application, the inconsistency was recorded as a result of the information received from the RA State Revenue Committee, then it is considered corrected if the participant submits the original printed (scanned) copy of the document justifying the payment of the amount specified in the provided information.

8.10 The committee member or the secretary cannot participate in the work of the committee, if at the application opening session it turns out that the organization founded by them or the organization they have a share in, or a person related to them by close kinship or in-laws (parent, spouse, child, brother, sister, etc.) also the spouse's parent, child, brother or sister) or the organization founded by that person or having a share (share) submitted an application to participate in the given procedure. If the condition provided for in this point is met, immediately after the bid opening session, the committee member or secretary who has a conflict of interest in relation to the given procedure shall withdraw from the given procedure.

8.11 After the bids are opened and evaluated, a protocol is drawn up in accordance with the procedure established by the RA legislation on procurement. Moreover, the minutes of the committee session describe in detail the inconsistencies recorded as a result of the evaluation of the applications and the reasons for rejecting the applications caused by them. The minutes are signed by the members present at the commission session.

8.12 The Secretary of the Commission shall not later than after the end of the bid opening and evaluation session on the following working day

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 protocol of the committee session.

2) publishes in the newsletter the printed (scanned) versions of the declarations about the absence of conflict of interest signed by him and the evaluation committee members present at the bid opening 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 newsletter on the working day following the signing.

8.13 Within five working days following the date of emergence of the grounds provided for in Article 6, Part 1, Clause 6 of the Law, the client shall send the data of the given participant in writing, with appropriate grounds, to the authorized body, which within five working days of receiving them shall initiate the given procedure for including a participant in the list of participants who do not have the right to participate in the procurement process. Moreover, if the participant's certification of having the right to participate in the procurement is deemed untrue, or the participant does not submit the documents provided for in the invitation in the manner and within the time limits specified in this invitation, or the selected participant does not provide the assurance of qualification, then this circumstance is considered as a violation of the obligation undertaken within the framework of the procurement process. :

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

8.15 The participant shall submit the documents mentioned in points 8.8 and 8.9 of part 1 of this invitation within the specified period.­represents the secretary of the meeting by sending the latter to the e-mail provided in this invitation. On the day of receiving the documents, the secretary is obliged to confirm the fact of receiving them by sending a confirmation from his e-mail address specified in this invitation to the participant's e-mail address.

8.16 Participants and their representatives may be present at the committee meetings. Participants or their representatives may request copies of minutes of committee meetings, which are provided within one calendar day.

8.17 Electronic notices are sent by the commission and (or) the client by sending to the e-mail specified in the participant's application, and by the participant from the e-mail specified in his application to the e-mail of the secretary of the commission specified in this invitation.by sending.

In case of electronic exchange of information (documents), the participant sends the information (documents) in a printed (scanned) version of the approved original document.

8:18Applications assessment and: the decision of the selected participant is being implemented is according to separately portions.

8.19 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 is recognized as the next participant by the decision of the commission, using the procedure defined in clauses 8.12 to 8.18 of part 1 of this invitation.

8.20 The participant may submit other additional documents, information and materials in order to justify the compliance of the requirements presented to him.

The Commission can check the authenticity of the data submitted by the participant using data obtained from official sources or receiving the written conclusion of the competent authorities. In the case of sending such a request, the relevant state and local self-government bodies shall provide a written conclusion within two working days following the date of receipt of the request. If, as a result of checking the authenticity of the data submitted by the participant, the data is qualified as untrue­disturbing, then the application of the given participant is rejected.

8.21 In order to implement clause 8.20 of part 1 of this invitation, an extraordinary meeting of the committee may be called.

8:22 a.mBefore concluding the contract, the client publishes an announcement in the newsletter about the decision to conclude the contract no later than on the first working day following the adoption of the decision on the selected participant. The decision to conclude a contract contains summary information about the evaluation of bids and the reasons justifying the choice of the selected participant and a statement about the period of inactivity.

8.23 The period of inactivity is the period between the day following the publication of the announcement of the decision to conclude the contract and the day when the authority to conclude the contract arises on the part of the client.

Inactivity period hereby of the procedure in this case it is 10 (ten) calendar days. Inactivity period applicable not,if only onem:a partner has submitted a bid,whose with being sealed is contract:

The customer concludes the contract if any participant does not appeal the decision to conclude the contract to the person examining complaints related to purchases within the period of inactivity provided for in this clause. A contract concluded before the expiry of the period of inactivity or without the publication of the declaration of the conclusion of the contract is null and void.

**9.CONTRACT THE SEAL**

9.1:A contract is signed by the customer based on the decision of the commission. The contract is concluded in writing by drawing up one document.

9.2 Within four working days following the expiry of the period of inactivity defined by Clause 8.23 ​​of Part 1 of this invitation, the client shall notify the selected participant by presenting the contract proposal and the contract draft. Moreover, the contract can be concluded no earlier than on the second working day following the expiry of the period of inactivity defined by point 8.23 ​​of part 1 of this invitation.

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

**9.4 If the selected participant does not sign the contract within 5 working days after receiving the notification about signing the contract and the contract draft and submits the qualification and contract assurance to the client, then he is deprived of the right to sign the contract.**

At the same time, the contract draft approved by the selected participant is submitted to the customer in writing and the written submission is recorded in the customer's document circulation system. The contract draft is approved by the head of the client within two working days following the occurrence of such authority and is provided to the selected participant with an accompanying letter on the working day following the approval.

9.5 Before the expiration of the period provided for in clause 9.4 of part 1 of this invitation, by agreement of the parties, changes may be made to the draft contract, but they may not lead to changes in the characteristics of the subject of purchase, including an increase in the price offered by the selected participant.

**10.QUALIFICATION AND CONTRACT SECURITIES**

10.1 On the basis of the requirement to submit qualification 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, then the period provided for in this clause is defined as 10 working days. A contract is signed with the selected participant if the latter submits qualifications and contract (advance payment) provisions.[[1]](#footnote-2)

10.2 The amount of the qualification assurance is equal to 15 percent of the purchase price of the works to be purchased within the scope of this procedure. If the purchase price of the works is less than the price of the contract to be concluded, the amount of qualification assurance is calculated in relation to the contract price. The provision of qualification is submitted to the victim (appendix 4.2) either in the form of cash or guarantees provided by banks. At the same time, the security must be valid at least until the 20th working day following the date of full acceptance of the results of the contract by the customer.inclusive.[[2]](#footnote-3)

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. If one qualifying security is submitted, its amount is calculatedto 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. Presented in the form of cashqualification assurance 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 related to 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 provided by the selected participant as per Annexure 4 or Annexure 4.1.[[3]](#footnote-4)

Moreover, if the contracts for the purchase of works are signed 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 works 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.[[4]](#footnote-5)

If the procurement procedure is organized by lots and the participant is recognized as a selected participant for more than one lotcan then provide either a separate contract for each installment or a single 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 contract security must be valid at least until the 90th working day following 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 presented it in the case of full fulfillment of the obligations assumed under the concluded contract, within 5 working days following the expiration of the period of full fulfillment of obligations.

Presented in the form of cashthe security of the contract must 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 part 6 of Article 15 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 the security of the contract are presented in the form of a unilaterally approved statement in the form of 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 required in the future, then the guarantees of the contract and qualification, 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 statement of damages or cash.

10.5 In the event that the contract provides for an advance payment by the client, the selected participant also provides the client with an advance payment security in the amount of the advance payment, in the form of a bank guarantee (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 client 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.

11.1 According to Article 37 of the Law, the commission declares this procedure incomplete if:

1) none of the applications meet the conditions of the invitation;

**2) the purchase requirement ceases to exist. At the same time, the procurement procedure organized for the needs of communities (community subordinate institutions) can be declared completely or partially non-existent based on the decision of the council of elders of the community.**

3) no application was submitted.

4) no contract is signed.

11.2 During the working day following the cancellation of the purchase procedure, the customer shall publish a statement in the newsletter, in which the justification for the cancellation of the purchase procedure is indicated.

**12. PARTICIPANT'S RIGHT AND PROCEDURE TO APPEAL ACTIONS AND (OR) DECISIONS RELATED TO THE PURCHASE PROCESS**

12.1: Every person has the right to appeal the actions (inaction) and decisions of the customer, the commission and the person examining complaints related to purchases.

12.2 Relations related to procurement, including complaint investigation, are not administrative relations and are regulated by the legislation regulating civil-law relations of the Republic of Armenia.

12.3 Every person has the right according to the Law:

1) before concluding the contract, to appeal the actions (inaction) and decisions of the customer and the commission to the person examining complaints related to purchases.

The order of activity of the person investigating complaints related to purchases is approved by the order of the Minister of Finance of the Republic of Armenia N 600-Н of December 6, 2018.

2) actions (inaction) and decisions of the person examining complaints related to purchases, the customer and the commission to appeal in court.

12.4 If the person who submitted the complaint appeals:

1) the decision to conclude a contract, then submits the complaint during the period of inactivity provided by clause 8.28 of part 1 of this invitation;

2) the specifications of the subject of purchase or the requirements of the invitation, then submits the complaint before the deadline for submission of bids.

12.5 The complaint shall be submitted to the person who examines complaints related to purchases in writing, signed, including:

1) name (name, surname, copy of identity document) and address of the person who submitted the complaint;

2) name and address of the customer.

3) code and subject of the appealed purchase procedure;

4) the object of the dispute and the claim of the person who filed the complaint;

5) factual and legal grounds of complaint, evidence.

6) a copy of the document justifying the payment of the appeal fee. Moreover, the amount of the appeal fee is AMD 30,000, which is paid to the RA state budget, opened in the name of the authorized body for that purpose."900008000482»to the treasury account.

7) the name and account number of the bank to which the payment should be transferred if the complaint is satisfied;

8) other necessary information.

12.6 The complaint is submitted to the person who examines complaints related to purchases, Republic of Armenia, 0010, c. 1, Melik-Adamyan, Yerevan or by sending a printed (scanned) tab from the original to secretariat@minfin.am . 12.7 On the working day following the publication in the bulletin of the decision made by the person examining complaints, including partial, satisfaction of the complaint, the person examining the complaints who examined the complaint and made a decision provides the authorized body in writing with a copy of the document certifying the payment of the appeal fee and the name and account number of the bank to which the refund must be transferred. The authorized body returns the appeal fee to the person who paid it by transferring it to the presented bank account within five working days following the day of receiving the copy of the document mentioned in this point.

12.8 If the complaint does not meet the requirements set forth in Article 50 of the Law, within two working days after receiving it, the person who makes complaints related to purchases informs the person who submitted the complaint about it in writing, giving him two working days to eliminate the noted defects. On the day of publication of the letter, the person examining complaints related to purchases sends a printed (scanned) version of the original to the e-mail address specified in the complaint. In addition, if the complaint submitted within the time limit set by subparagraph 2 of clause 12.4 of part 1 of this invitation did not meet the requirements of Article 50 of the Law, then the complaint corrected within the time limit set by this point and submitted to the person investigating complaints related to purchases is considered to have been submitted within the time limit.

12.9 Within one working day from the date of acceptance of the complaint into the proceedings, the person making complaints related to purchases publishes the complaint and the statement about it in the newsletter. At the same time, the statement mentions the Internet link for online monitoring of the sessions convened for the purpose of investigating the complaint. The complaint is considered to be processed after the expiration of the period provided for in clause 12.8 of this invitation, and in the case of submitting a complaint with eliminated defects, from the day it is provided to the person who examines complaints related to purchases.

12.10 Within two working days from the day the complaint was accepted into the proceedings, the person investigating the complaints related to purchases applies in writing to the customer with a written position on the complaint, as well as the request to submit the documents mentioned in the letter, necessary for the examination of the complaint and making a decision, attaching a copy of the complaint and the attached documents, if available. : The customer's position regarding the complaint and the requested documents are submitted to the person examining complaints related to purchases in writing or in their original printed (scanned) form by sending to the e-mail specified in clause 12.5 of this invitation. The customer submits the documents mentioned in this point to the person investigating complaints related to purchases within two working days from the date of receiving such a request.

12.11 Complaint decisions are made in such a way that the person who submitted the complaint, the client and all involved parties have the right to be present at the hearings convened for the purpose of investigating the complaint and to present their views.

12.12 The investigation of the complaint is carried out and the decision is made no later than twenty calendar days from the date of acceptance of the complaint into the proceedings. The specified period can be extended once, up to ten calendar days, by reasoned interim decision of the procurement complaint examiner. At the same time, on the day of making the interim decision, the person examining the complaints related to purchases ensures the publication of the relevant announcement about it in the bulletin.

The decision of the Procurement Complaint Examiner is legally binding and may be modified or overturned, including partially, only by a court.

12.13 The person who examines complaints related to purchases:

1) has the right to make the following decisions regarding the actions or inaction of the client and the commission:

a. to prohibit certain actions and decisions,

b. to oblige to take appropriate decisions, including declaring the purchase procedure void, except for the decision to declare the contract invalid;

2) makes a decision to include the participant in the list of participants who do not have the right to participate in the procurement process;

3) takes into account the decisions made by the person investigating complaints related to purchases and supervises their implementation.

12.14 In case the complaint is satisfied by the person who examines the complaints related to purchases, the customer is responsible for compensation of the damage caused to the person who submitted the complaint and justified in the prescribed manner.

12.15 The complaint hearing is open to the public. Complaint examination is carried out through sessions. The hearings are recorded and published in the newsletter along with the decision on the complaint. In case of impossibility of recording, sessions are transcribed. Sessions are also webcast online.

12.16 Every person whose interests have been violated or may be violated as a result of the actions that served as the basis for the appeal, has the right to participate in the appeal procedure by submitting a similar appeal to the person who examines complaints related to purchases before the deadline for making a decision on the appeal. According to Article 50 of the Law, the person who did not participate in the appeal procedure is deprived of the right to submit a similar complaint to the person examining complaints related to purchases.

12.17 The person who examines complaints related to purchases publishes the decision in the bulletin within two working days following the date of making the decision, indicating the date of publication. The decision of the person who examines complaints related to purchases becomes effective on the day following its publication in the gazette.

12.18 Any person who is interested in the conclusion of a specific transaction and who has suffered damages as a result of the action or inaction of the customer, the commission or the person investigating complaints related to purchases, has the right to claim compensation for damages in a court of law.

12.19 A complaint submitted to the person who examines complaints related to purchases automatically suspends the purchase process from the date of publication of the announcement provided for in Article 50, Part 9 of the Law, until the day of the entry into force of the decision made based on the results of the complaint investigation.

Pursuant to Article 51 of the Law, the person examining complaints related to purchases makes a decision to lift the suspension of the purchase process, if the heads of the bodies specified in Article 2, Part 1 of the Law, and in the case of legal entities, the head of the executive body, informs in writing that the public or in the interests of defense and national security, it is necessary to continue the procurement process.

The suspension may be lifted by decision of the Procurement Complaints Reviewer if, based on justifications provided by the procuring entity, it is necessary to continue the procurement process in the interests of public or defense and national security. The person who examines complaints related to purchases publishes the decision provided for in this point in the bulletin on the working day following the day of making it.

**PART:II:**

**Q: R: A: Q: A: N: C:**

**G N A N SH M A N H A R C M A N Q: A: Y: T: A: P: A: T: R: A: S: T: E: L: And:**

**1.GENERAL: PROVISIONS:**

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

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

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

**2.CURRENT THE APPLICATION**

In order to participate in the procedure, the participant submits an application in accordance with the procedure defined by Section 3 of Part 2 of this invitation. The relevant documents provided for in this invitation are attached to the application.

The participant submits with the application approved by him:

2.1 application-announcement to participate in the procedure according to Annex No. 1.

2.2:of the recommended product approved by himfull description according to Annex N 1.1.

2.3 a copy of the agency agreement and the data of the person who is a party to it, if the agreement will be implemented 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).15

2.6 price offer according to Annex N 2. The price offer is presented in the form of a calculation consisting of cost (the sum of cost and projected profit) and general components of value added tax. Calculation of cost components - no opening or other details required and presented.

**3.THE APPLICATION TO PREPARE THE PROCEDURE**

3.1:The participant submits the application in the manner defined by this invitation.

M:foraging partner suggestions,to them pertaining to documents put are envelope in,which gluing is it the presenter:Envelope included documents are being prepared are from the original /except for the documents provided or approved by the 3rd party, in which case the version copied from the original is submitted/ and1 (one) copy of the copy.of documents of packages on respectively being written are"original»and:"copy»the words:Instead of the original documents included in the application, notarized copies of them can be submitted.

The envelope and:herebyby invitation plannedmforaging partner composed the documents signing is them representative the person or the latter authorized the person(from now on``agent).If: the application present is the agent,then by application is introduced is the latter that authority reserved to be document about

3.2:Presentin clause 3.1 of the instructionspecified envelope on the application to make in language noted are``

1) pof the donor name: and: of the application presentation the place(the address).

2) of the procedurecode.

3) "not open until applications opening session»the words.

4) mforaging partner name:(the name),location the place and: phone number:

3.3 Bids that do not meet the requirements of clauses 3.1 and 3.2 of this instruction are rejected by the committee at the bid opening session and returned to the submitter in the same manner.

**Appendix:No. 1:**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

**APPLICATION**

###### participate in a quote request

reports is,that wish has to participate

to participate name:

**Hrazdankagluis AOCof**by**"HKL-GHAPZB-24/20"**to a request for quotation declared by code portion(portions)and: of invitation

dose(portions)the number

according to requirements present is application

-n: reports and: certification is,which is

to participate name:

resident.

country name

-is

to participate name:

* taxpayer registration numberis`` :

taxpayer registration number

* electronic of mail the address is`` :

e-mail address

* business address: ---------------------------------------------- ---:

business address

* the phone number is -------------------------------------------------------------- --:

phone number

Hereby-declares and certifies that:

Participant name

1) satisfying ------------------------- and related parties**"HKL-GHAPZB-24/20"**to the requirements of the right to participate defined in the invitation to quote with the code andundertakes, in the case of being recognized as a selected participant, to submit qualification assurance in the manner and within the time limit specified in the invitation[[5]](#footnote-6).

2)**"HKL-GHAPZB-24/20"** within the scope of participating in the quotation with the code:

* has not allowed and/or will not allow abuse of a dominant position and anti-competitive agreement,
* is absent as specified in the invitation: to

to participate name:

affiliates and/or of

to participate name:

founded by or more than fifty percent to

to participate name:

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

Presents below on the real beneficiaries of

to participate name:

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

Attached is submitted offered by

to participate name:

full product description as per Annex 1.1.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ To participate name: (to lead the position, athe name last name)the signature)

K:.T:.[[6]](#footnote-7)

**Appendix:1.1:**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

### **DESCRIPTION:**

### **complete product offering**

the**"HKL-GHAPZB-24/20"**

Below is a full description of the product it offers under the scope of the request for a quote by quantity

|  |  |
| --- | --- |
| **For the dose** | **Recommended product** |
| **technical specifications** |
|  |  |
|  |  |
|  |  |

name of the participant (position of manager, first name and last name) signature

K:.T:.

### **Appendix:1.2:**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

**FORM**

DECLARATION OF ACTUAL BENEFICIARIES

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

|  |  |
| --- | --- |
| * + 1. 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 statement |  |
| * + 1. Signature of the person submitting the declaration |  |

1. **Shares**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. 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, shares) 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 carrying out the general or current management of the activities of the given legal entity in case there is no natural person meeting the requirements of clauses "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 10% or more of the legal entity's authorized 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 information

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

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

|  |  |
| --- | --- |
| * + 1. 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 referred to as 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. When completing this section, 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 an 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 sub-section "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. Subsection "Level of control" is filled in if declaration 2.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 amount 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 also 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 in. Notes on the amount 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, then 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 sub-section "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 completed 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 states the basis(es) 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 grounds 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. The "Participation amount" field indicates the amount of participation in the authorized capital of the Organization 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 the 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 the direct or indirect participation in the authorized 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 subsection, a note is made if a person is not a real beneficiary of the organization in the sense 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 subsection, notes are made in order 4.taking into account the rules defined in point 5. In this subsection, the data on the grounds are supplemented by the following rules.

a.In point "a" of this subsection, a note is made if the natural person directly or indirectly owns 10 percent or more of the voting shares (shares, shares) of the given legal entity or directly or indirectly has a 10 percent or more participation in the legal entity's charter. 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, a note is made if a person has the right to appoint or remove the majority of members of the governing bodies of a legal entity;

c:.In point "c" of this subsection, it is noted if the person received a benefit from the Organization free of charge in 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 subsection, a note is made if a person is not a beneficial owner of the Organization within the meaning of points "a"-"c", but controls the organization by virtue of legal instruments (including concluded transactions), on the basis of personal influence of a different nature, or by other means.

e.In point "e" 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"-"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 sub-section "Beneficiary's contact information".

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 an 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, as well as a reference is 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 the real beneficiary to control the Organization, the state (community) bodies that control the Organization in the event that there is 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.

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

*\*\* 1.2the application is not submitted by the participant if the regulation on submission of the link to the website containing information on the real beneficiaries of the legal entity defined by Appendix No. 1 of this invitation is applicable, as well as if the participant is an individual entrepreneur or a natural person.*

**Appendix:2:**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

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

Studying**"HKL-GHAPZB-24/20»**the invitation to request a quotation with the code, including the draft of the contract to be concluded, offers to execute the contract at the general prices mentioned below;

AMD: 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*** |
|  |  |  |  |  |
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**Appendix:4.2:**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

**TORT AGREEMENT**

**(provision of qualification)**

c. Hrazdan » 2024

**" "**on behalf of the director of the Company\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Company's Charter (hereinafter referred to as the Company), hereby unilaterally establishes the agreement to pay the following damages:

1. **Subject of agreement**

1.1 The company participates in the procurement procedure organized by "Hrazdankaghluys" JSC (hereinafter referred to as the "Client") under the code "HCL-GHACPZB-24/20".

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 specified 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-performance or improper performance of the contract concluded by the Company as a result of the purchase procedure, if it leads to unilateral termination of the contract by the Customer, 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 Claim are confirmed with an electronic digital signature, they are submitted 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 bears no responsibility for the Company's risks (damages incurred by the Company) and negative consequences arising from the payment of the amount specified in the Demand by the Paying Bank. The Bank is not obliged to verify the facts of the violation of the terms of the contract by the Company.

1.7 In the event that the Company's account funds are not sufficient, the Paying Bank shall notify the Customer in writing within 2 (two) business days after receiving the payment request.

1.8 After submitting this agreement and the attached Demand Letter to the Bank, if the money is not paid to the Customer within ten working days for reasons beyond the Bank's control, the Customer shall transfer the 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 Letter of Demand 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 contract by the Client inclusive.

2.2. By presenting 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. Address of the company, valid bank terms:**

|  |  |
| --- | --- |
| 1. PAYMENT **REQUIREMENT\*** | |
| 2. Number: | |
| 3. Presentation the date``"\_\_\_"\_\_\_20\_\_\_year | |
| 4. Payer's name or name (Company)`` | |
| 5. Financial organization serving the payer (bank)`` | |
| 6. Payer's account the number`` | |
| 7. Payer AVC`` | |
| 8. Payer PSC`` | |
| 9. Beneficiary's name or surname``**Hrazdankagluis AOC** | |
| 10. Beneficiary PSC (cannot be filled in) | |
| 11. Beneficiary AVC``**03020416** | |
| 12. To the beneficiary service financial organization (bank)``**Amiobank CJSC** | |
| 13. Beneficiary account the number(ms.N)**1150004378778786** | |
| 14. The amount(in numbers and: in words)`` | |
| 15. Accepted amount: (in figures and: in words) (intended for partial acceptance of the specified amount, which does not apply) | |
| 16. Currency(in words and: with code)` | |
| 17. Transaction(payment)the purpose``*(to ensure qualification)* | |
| 18. Grounds for making payment: (Documentstitle, including the indemnity agreement;to them numbers,of the contract codebased on which the charge is made)`` | |
|  | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages:---page: | |
| 22.a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22.b.  K.T. | 21.a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  21.b. K.T. |
| 24.a. Beneficiary financial institution    /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/    /signature/ | 23.a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  24. c"\_\_\_"\_\_\_20\_\_\_year | 23.b. K.T.    23. c. Execution 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.*

**Payment Requisition Mandatory Validity Conditions and Filling Guide**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 purchase process)** | **Validity:**  **complementary side:**  **beneficiary or payer**  **(related to the purchase 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 charged. Fill in the payer's name, surname, if it is a natural person or name, if it is a legal entity. Other data is also indicated as necessary. To be completed 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), 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. | beneficiaryname, or first name, 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 PSC | Mandatory | optional  (not filled in during the purchase process) | (not filled in) |
| 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  the beneficiary's bank (treasury) account number to which the funds collected from the payer should be transferred | 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: in 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 completed | 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 basis for payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank servicing the payer, fills in the contract number that is the basis for submitting the demand letter, purchase procedure codeaccording to the tort 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 that must be provided to the payer (payer's bank) is filled in  If filled <Basis of payment> field, then this data must be filled. | is completed by the beneficiary |
| 21.a. | signature of the payer | Mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, ifPayment terms field<accepted payment> is indicated then the payer signingin advanceagree to debit the said amount from his account. In case of electronic submission of the claim by the payer, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 21.b. | payer's stamp | Mandatory | mandatory  in the presence of a stamp, 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 |
| 23.a. | the signature of the employee of the financial organization (branch) serving the payer | Mandatory | mandatory  if the payment request is presented to the financial institution serving the payer in paper form |  |
| 23.b. | the stamp of the financial organization (branch) serving the payer | Mandatory | mandatory  if the payment request is presented to the financial institution serving the payer in paper form |  |
| 23. 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. |  |
| 24.a. | the signature of the employee of the financial organization (branch) serving the beneficiary | Mandatory | optional  the payment request is filled in when the payment request is submitted to the financial organization serving the beneficiary, where the employee's signature is placed on the request request submitted in paper form |  |
| 24. b. | the stamp of the financial organization (branch) serving the beneficiary | Mandatory | optional  the payment request form is filled in when the latter is submitted, where the stamp is placed on the paper request form |  |
| 24. c | date, time, minute of the financial institution serving the beneficiary | Mandatory | optional  the payment request form is filled in when the latter is submitted, where these data are placed on the paper request form |  |

**Appendix 5.1**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

**TORT AGREEMENT**

**(contract security)**

**c. Hrazdan**

,represented by the Director of the Company

Company Name:Name and surname of the director of the company, passport data,which operates on the basis of the Company's charter (hereinafter referred to as the Company), hereby unilaterally establishes the agreement to pay the following damages:

**1. Object of consent**

* 1. The company participates***"*Hrazdanakghluys of the ANC**(hereinafter referred to as the Client) organized by:

**"HCL-GHAPZB-24/20»** to the code purchase procedure.

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 specified 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. In case of non-performance or improper performance 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 Claim are confirmed with an electronic digital signature, they are submitted to the Paying Bank in electronic media, as well as in paper versions printed from them.
  2. The Customer may submit other additional documents to the Paying Bank.
  3. The Bank does not bear any responsibility for risks (damages suffered by the Company) and negative consequences caused by the Company as a result of payment of the amount specified in the Demand by the Paying Bank. The Bank is not obliged to verify the facts of the violation of the terms of the contract by the Company.
  4. 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.
  5. After submitting this agreement and the attached Demand Letter 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).

**2. Other terms**

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

2.2. By presenting 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. Address of the company, valid bank terms:**

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

|  |  |
| --- | --- |
| 1. PAYMENT **REQUIREMENT\*** | |
| 2. Number: | |
| 3. Presentation the date``"\_\_\_"\_\_\_20\_\_\_year | |
| 4. Payer's name or name (Company:`` | |
| 5. Financial organization serving the payer ( bank)`` | |
| 6. Payer's account the number`` | |
| 7. Payer AVC`` | |
| 8. Payer PSC`` | |
| 9. Beneficiary's name or surname``**Hrazdankagluis AOC** | |
| 10. Beneficiary PSC (cannot be filled in) | |
| 11. Beneficiary AVC``**03020416** | |
| 12. To the beneficiary service financial organization (bank)``**Amiobank CJSC** | |
| 13. Beneficiary account the number(ms.N)**1150004378778786** | |
| 14. The amount(in numbers and: in words)`` | |
| 15. Accepted amount: (in figures and: in words) (intended for partial acceptance of the specified amount, which does not apply) | |
| 16. Currency(in words and: with code)` | |
| 17. Transaction(payment)the purpose``***(to ensure the performance of the contract)*** | |
| 18. Grounds for making payment: (Documentstitle, including the indemnity agreement;to them numbers,of the contract codebased on which the charge is made)`` | |
|  | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages:---page: | |
| 22.a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22.b.  K.T. | 21.a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  21.b. K.T. |
| 24.a. Beneficiary financial institution    /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/    /signature/ | 23.a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  24. c"\_\_\_"\_\_\_20\_\_\_year | 23.b. K.T.    23. c. Execution 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.*

**Payment Requisition Mandatory Validity Conditions and Filling Guide**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 purchase process)** | **Validity:**  **complementary side:**  **beneficiary or payer**  **(related to the purchase 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 charged. Fill in the payer's name, surname, if it is a natural person or name, if it is a legal entity. Other data is also indicated as necessary. To be completed 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), 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. | beneficiaryname, or first name, 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 PSC | mandatory | optional  (not filled in during the purchase process) | (not filled in) |
| 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  the beneficiary's bank (treasury) account number to which the funds collected from the payer should be transferred | 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: in 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 basis for payment to the beneficiary, based on which the beneficiary submits a payment demand letter to the bank servicing the payer, fills in the contract number that is the basis for submitting the demand letter, purchase procedure codeaccording to the tort 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 that must be provided to the payer (payer's bank) is filled in  If filled <Basis of payment> field, then this data must be filled. | is completed by the beneficiary |
| 21.a. | signature of the payer | mandatory | mandatory  this field is filled in when the payer submits a claim. Moreover, ifPayment terms field<accepted payment> is indicated then the payer signingin advanceagree to debit the said amount from his account. In case of electronic submission of the claim by the payer, the payer's electronic signature is placed in this field. | is signed by the payer or  the payer's electronic signature is placed |
| 21.b. | payer's stamp | mandatory | mandatory  in the presence of a stamp, 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 |
| 23.a. | the signature of the employee of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is presented to the financial institution serving the payer in paper form |  |
| 23.b. | the stamp of the financial organization (branch) serving the payer | mandatory | mandatory  if the payment request is presented to the financial institution serving the payer in paper form |  |
| 23. 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. |  |
| 24.a. | the signature of the employee of the financial organization (branch) serving the beneficiary | mandatory | optional  the payment request is filled in when the payment request is submitted to the financial organization serving the beneficiary, where the employee's signature is placed on the request request submitted in paper form |  |
| 24. b. | the stamp of the financial organization (branch) serving the beneficiary | mandatory | optional  the payment request form is filled in when the latter is submitted, where the stamp is placed on the paper request form |  |
| 24. c | date, time, minute of the financial institution serving the beneficiary | mandatory | optional  the payment request form is filled in when the latter is submitted, where these data are placed on the paper request form |  |

**Appendix 6**

**"HKL-GHAPZB-24/20"with code**

**request for quotation of invitation**

**ANNOUNCEMENT TO HOAKNEEDS FOR:``ECONOMIC AND CONSTRUCTION PRODUCTSSUPPLY CONTRACT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

c. " "20 years

\_\_\_\_\_\_on behalf of \_\_\_\_\_, acting 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 regarding the following.

**1.CONTRACT SUBJECT:**

1.1.The seller undertake is hereby providedc:rov (henceforth:``providedc:his) defined there wasc:who,volumes,dates and addressTo the buyer supplyMrwill knowc:what?No. 1:with the application: Technical naturallywhy?according to the r-purchase-schedulethe product (hereinafter referred to as the product),and The buyer undertake is acceptathe item and: to pay of it for.

**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 5 (five) days.

2.1.2 If a product of inappropriate quality, not meeting the technical characteristics 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 stipulated in clause 6.3 of the contract;

c) refuse to perform 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 his 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.

2.1.6 To require the Seller to compensate the damages, if the Buyer, as a result of the Seller's violation of the obligation, within a reasonable period of time after the termination of the contract, purchased a product from another person at a higher, but reasonable price, instead of the one stipulated 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 time acceptable to the Buyer;

b) product delivery dates have been violated**5 (five)**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 violating 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 discovered 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 justified in the prescribed manner.

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

2.3.1 Request the buyer to accept the contractthere wasc:who,volumes,dates and addressthe product supplied.

2.3.2 Require the buyer to pay as stipulated in the contractthere wasc:who,volumes,dates and addressamounts payable to him for the goods supplied and accepted by the Buyer.

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 accordance with the contract,volumes,dates and address.

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.

2.4.5 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.

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

2.4.7 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.

2.4.8 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.

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

2.4.10 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 substantiated in the prescribed manner.

2.4.11 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: 1729[[7]](#footnote-8)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 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 made on the basis of the handover-acceptance protocol, in the amounts and months specified in the payment schedule of the contract (appendix N 2). If the protocol is drawn up after the 20th of a given month and the payment schedule for that month includes funds, then the payment is made within 30 working days, but no later than December 30 of the given year.

**4. PRODUCT QUALITY AND WARRANTY**

4.1 The seller guarantees the compliance of the quality of the supplied goods with the requirements of the state standard.

**5. PRODUCT PICKUP AND ACCEPTANCE**

5.1 Product suppliedis accepted by the signing of the handover-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.

Up to and including the day scheduled for the delivery of the goods under the contract, the Seller provides the Buyer with a signed document documenting the fact of handing over the goods to the Buyer (appendix N 3.1) and two copies of the handover-acceptance protocol (appendix N 3).

5.2 The handover-acceptance protocol is signed if:the product suppliedcomplies with the terms of the contract. Otherwise, the results of the execution of the contract or part of it are not accepted, the handover-acceptance protocol is not signed and the Buyer:

a) undertakes the measures provided for in the contract for such a situation for the settlement of the issue;

b) applies measures of responsibility provided for in the contract against the seller.

5.3 Buyer to receive handover-acceptance protocolwithin ten working days from the following working dayThe seller presents one copy of the delivery-acceptance protocol signed by him or the reasoned refusal to accept the goods.

5.4:If the Buyer does not accept the delivered goods or does not refuse to accept them within the period specified in Clause 5.3 of the contract, then the supplied goods are considered accepted and on the working day following the deadline specified in Clause 5.3 of the contract, the Buyer provides the Seller with the handover-acceptance protocol signed by him.­­

**6. LIABILITY OF THE PARTIES**

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

6.2 In case of violation by the Seller of the terms of delivery of the goods stipulated in the contract, a penalty of 0.05 of the price of the goods to be delivered, but not delivered, is charged to the Seller for each delayed working day.(zero whole five hundredths) of a percentin size.

6.3 In each case of delivering a product that does not meet the technical specifications specified in clause 1.1 of the contract, the Seller shall be charged a fine of 0.5 of the contract price.(zero whole five decimal) percentin amount: 2032[[8]](#footnote-9)Moreover, the fine is also calculated in the event that the delivery of the goods is performed within the period specified by this contract, but the customer does not accept it.

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.

6.5 For the buyer's violation of the term stipulated in clause 3.3 of the contract, a penalty of 0.05 of the payable but unpaid amount is calculated for each delayed working day.(zero whole five hundredths) of a percentin size.

6.6 In cases not provided for by the contract, the parties shall bear responsibility for failure to fulfill their obligations or improper fulfillment in accordance with the procedure established by RA legislation.

6.7 Payment of fines and/or fines does not release 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, declaration of military and state of 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 strength in is enter Parties signing from and valid until by agreement of the parties undertaken obligations alive in volume performance.

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 with the intention 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 fault in the manner prescribed by the law of the Republic of Armenia to the extent of which the contract was terminated.

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 consent 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 of 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 is 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 informs 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. 22[[9]](#footnote-10)

8.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several liability. At the same time, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of liability provided for in the contract are applied to the consortium members.23[[10]](#footnote-11)

8.8 Product Keycooking period can is be extended untilby contractthat period Expiration:Seller's:of recommendation availability case,provided,thatBuyer's: approx no goneof the productof use requirement, and the Seller's proposal was submitted no later than at least 5 calendar days before the expiration of the period originally set for delivery under the contract. Moreover, live in the case defined by this pointnki matakaraso period can is be extendedoncefor up to 30 calendar days, but not longer than the period specified 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 p.mthe contract is notcan be changed as a result of partial non-fulfillment of the obligations of the parties or be completely resolved by mutual agreement of the parties, except for the 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 performance 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.

**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 SPECIFICATION - PURCHASE SCHEDULE**

AMD: AMD

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Product:** | | | | | | | | | | |
| **the dose number on the invitation** | **the transit code provided by the procurement plan according to the CMA classification (CPV)** | **name:** | **technical specification\*\*** | **unit of measurement** | **unit price/ AMD** | **total price/ AMD** | **total amount** | **of supply** | | |
| **the address** | **subject quantity\*\*\*** | **The term:**  **\*\*\*\*** |
| ***1:*** | *31321252* | Cable APV 6: | Low voltage, single branch, made of aluminum, cross-section 6mm2, with insulating layer, unused, safety according to RA Government, 2005. February3-in:N 150-N: decision approved<<:Low voltage electrical equipment presentable requirements technical of the regulation>>: | *meter* |  |  | *55:* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *55:* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| ***2:*** | *31321252* | Cable APV 10:00 | Low voltage, single branch, made of aluminum, cross-section 10 mm2, with insulating layer, unused, safety according to RA Government, 2005. February3-in:N 150-N: decision approved<<:Low voltage electrical equipment presentable requirements technical of the regulation>>: | *meter* |  |  | *75:* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *75:* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| ***3:*** | *31321252* | Cable APV 16:00 | Low voltage, single branch, made of aluminum, cross section 16mm2, with insulating layer, unused, safety according to RA Government, 2005. February3-in:N 150-N: decision approved<<:Low voltage electrical equipment presentable requirements technical of the regulation>>: | *meter* |  |  | *100* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *100* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| ***4:*** | *4432220* | Metal claw | A metal pipe with a diameter of 42 mm, a wall thickness of 2.5-3 mm, a total length of 2000 mm, bent at an angle of 105 degrees with sides of 1500 and 500 mm, two pieces of 1400\*30\*3 length/width/thickness should be welded on the 500 mm side. sheet painted with waterproof gray paint. | pcs |  |  | *150* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *150* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| *5:00* | *44531191* | Metal pipe F108 | An iron pipe 6 meters long, 108 mm in diameter,  3 mm wall thickness, straight, untreated, | *meter* |  |  | *60:* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *60:* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| *6:00* | *44531191* | Metal pipe F89 | Iron pipe with a diameter of 89 mm,  3 mm wall thickness, straight, untreated, | *meter* |  |  | *60:* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *60:* | *From the date of signing the contract until October 15 of the given year inclusive.* |
| *7:00* | *44531191* | Metal pipe F127 | An iron pipe 6 meters long, 127 mm in diameter,  3 mm wall thickness, straight, untreated, | *meter* |  |  | *30:00* | *Hrazdan city, administrative building, 1 st. of the Constitution* | *30:00* | *From the date of signing the contract until October 15 of the given year inclusive.* |

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

*Appendix N 2*

*" " 20 years sealed*

*contract code*

**­­­­­­­­­­­­­­PAYMENT SCHEDULE**

AMD: AMD

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Product:** | | | | | | | | | | | | | | | |
| **the dose number on the invitation** | **the transit code provided by the procurement plan according to the CMA classification (CPV)** | **name:** | **payments are planned to be made in 2024 by months, including\*\*** | | | | | | | | | | | | |
| **january** | **February** | **march** | **april** | **may** | **june** | **July** | **august** | **September** | **October** | **november** | **december** | **That's all** |
| **3:** | *31321252* | Cable APV 6: | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| **4:** | *31321252* | Cable APV 10:00 | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| **5:00** | *31321252* | Cable APV 16:00 | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| **6:00** | *44322200* | Metal claw | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| *5:00* | *44531191* | Metal pipe F108 | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| *6:00* | *44531191* | Metal pipe F89 | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |
| *7:00* | *44531191* | Metal pipe F127 | ... % | ... % | ... % | ...  % | ... % | ... % | ... % | ... % | ... % | 100  % | 100% | 100% | 100% |

***\*\* 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:**

**RESULTS OF THE PERFORMANCE OF THE AGREEMENT OR PART OF IT**

**DELIVERY-ACCEPTANCE**

" " " " 20

Name of the contract (hereinafter: Contract): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Client and:The party to the contract, based on the performance of the contract " " " " 20 invoice N \_\_\_ written off, made this protocol about the following:

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| N: | Provided of goods | | | | | | | |
| 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, which is the basis for the bilateral approval of this protocol, and positivethe conclusion 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 result of the contract to the Buyer

It is hereby recorded that: (hereinafter: Buyer) and

Name of the buyer 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 goods to the Buyer for the purpose of delivery-acceptance.

|  |  |  |
| --- | --- | --- |
| Product: | | |
| name: | unit of measurement | quantity(actually) |
|  |  |  |
|  |  |  |

This deed 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. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. *If the regulation provided for in the second sentence of point 2.4 of part 1 of this invitation is applied, then the words "obliging, in case of being recognized as a selected participant, in the manner and time specified in the invitation, to submit qualification assurance" are replaced by "the latter or this procedure". within the framework, the organization that produces the products supplied by the latter, as an official representative, as of the date of opening the bids, has the approval of international reputable organizations (Fitch, Moody's,*[*Standard & Poor's*](https://ru.wikipedia.org/wiki/Standard_%26_Poor’s)*) creditworthiness rating at least equal to the sovereign rating granted to the Republic of Armenia.*

   *>> in words. In addition, the size of the rating and the name of the organization with the creditworthiness rating are also indicated.* [↑](#footnote-ref-6)
6. *\* - when filling out the application statement, the participant indicates the link to the website containing information about his real beneficiaries, if that participant is "State registration of legal entities, divisions of legal entities, institutions and state registration of individual entrepreneurs" is a legal entity with the duty to submit a declaration on beneficial owners based on the law and as of the date of submission of the application, the information on its beneficial owners should have been registered in the State Register Agency of Legal Entities in accordance with the established procedure,*

   *- If the participant is not a legal entity with the obligation to submit a declaration on beneficial owners based on the Law "On State Registration of Legal Entities, Divisions of Legal Entities, Institutions and Individual Entrepreneurs", or if it is such a legal entity but was not obligated to legal entities as of the date of submitting the application to register the information about its real beneficiaries in the state registry agency, then when filling out the application statement, replace the words <<link to the website containing information>> with the words <<statement according to appendix 1.2>>,*

   *- if the participant is an individual entrepreneur or a natural person, he does not provide information about the real beneficiaries.* [↑](#footnote-ref-7)
7. 29:0017:00*If the price offer was submitted by the Seller without VAT, the words "including VAT" shall be omitted when concluding the contract.* [↑](#footnote-ref-8)
8. [↑](#footnote-ref-9)
9. [↑](#footnote-ref-10)
10. [↑](#footnote-ref-11)