ANNOUNCEMENT

EVALUATION QUESTIONNAIRE ABOUT

Announcement this text approved is evaluator commission

202 5 year July 29th​ by decision no . 1

Procedure Code : **LM-THKT-GHAPZB-25/09**

Client : **Tumanyan community utility economy** The **NGO** , which​ located is Tumanyan community , **Central street** **1** building at the address , declare is quotation question , which implemented is one in stages .

This procedure as a result chosen participant defined in order will be offered to seal **diesel fuel** 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 persons not entitled to participate in this procedure, as well as to participants, are set out in the invitation to this procedure.

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

The provisions of the World Trade Organization Agreement on Government Procurement apply to this procedure.[[1]](#footnote-1)

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

This to the procedure participation applications necessary is to present Tumanyan community , **c . Tumanyan , Central street 1 building** by address , documentary in the form of until this announcement publication subsequent from the day **05.08.2025 ․ at 3:00** p.m.​​

Applications , from Armenian except , can are presented also English or Russian :

Applications the opening place will have Tumanyan community , **c . Tumanyan Central street 1 building** at the address **05 ․ 08 ․ 2025 ․ at 3:00** p.m.​

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

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

**Phone 09 3628881**

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

**Client Tumanyan community utility economy Non-profit organization**

Approved is

Code **LM-THKT-GHAPZB-25/09**

quotation survey evaluator commission

2025 . By decision No. 01 of July 28

**TUMANYAN COMMUNITY MUNICIPAL ECONOMY Non-profit organization**

H R A V E R

**TUMANYAN COMMUNITY MUNICIPAL ECONOMY AONC - I NEEDS FOR DIESEL FUEL PROCUREMENT FOR PURPOSE ANNOUNCED EVALUATION QUESTIONNAIRE**

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

**CONTENT**

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This the invitation provided is in addition **LM-THKT-GHAPZB-25/09** with code being held quotation of the request ( hereinafter referred to as the procedure ) statement .

This the invitation to be formed is shopping about Armenia legislation , that including : Shopping about Armenia Law ( hereinafter referred to as the Law ), RA Government Decree No. 526- N of May 4 , 2017 by decision approved Shopping process organization order ( hereinafter referred to as the Order ) and other legal acts to the requirements appropriate and goal has Tumanyan community utility economy Non- profit organization ( hereinafter referred to as the Client ) by announced to the procedure to participate intention having to inform persons ( hereinafter referred to as participants ) procedure conditions of purchase subject , procedure holding , selected participant to decide and his/her back contract to seal about , how also to assist procedure the application while preparing .

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

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

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

PART I

1. **PURCHASE SUBJECT THE CHARACTERISTICS**

1.1 Purchase subject is being Tumanyan utility economy Non- profit organization needs number diesel fuel the acquisition ( hereinafter also product ) that​​ grouped is 1 Whose dose is :

|  |  |  |
| --- | --- | --- |
| **Size number** | **Purchase price** | **Size name** |
| 1 | 1470000 | Diesel fuel summer​ |

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

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

2.1 To participate in this procedure right they don't have persons .

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

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

4) whose regarding shopping in the field anti-competitive consent , dominant position abuse or dishonest competition number responsibility defining administrative the act the application to be presented on the day preceding three of the year during became is irrefutable , and appealed to be in case to be abandoned is unchanged . 5) which the application to present day as of included are Eurasian economic to the union member countries shopping about legislation according to published shopping to the process to participate right having none participants on the list .

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

Moreover, if the participant is included in the lists provided for in subparagraphs 5 and 6 of this clause after the date of submission of the application, then his/her application is not subject to rejection.

A participant is included in the list of participants not entitled to participate in the procurement process (hereinafter also the list) if:

* has violated the obligation stipulated by the contract or undertaken within the framework of the procurement process, which led to the unilateral termination of the contract by the customer or the termination of the further participation of the given participant in the procurement process, and the participant has not paid the amount of the application, contract and/or qualification security within the period specified in the invitation and/or contract;
* has refused or been deprived of the right to conclude a contract as a selected participant.

2.2 To assess the right to participate, the participant must submit with the application a copy of this document, approved by him/her. invitation part 2 2. 1 with a dot intended written statement: Except this with a dot intended from the announcement participation right evaluation number from the participant , that among chosen from the participant other documents or justifications are not can required . Participant announcement authenticity evaluator The committee ( hereinafter referred to as the committee ) evaluates is this by invitation defined under the conditions .

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

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

119th in the order point in the sense of:

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

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

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

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

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

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

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

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

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

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

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

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

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

A qualification guarantee is not submitted if the selected participant or the organization producing the products supplied by the latter as an official representative within the framework of this procedure has, as of the date of opening the bids, a rating from reputable international organizations (Fitch, Moody's, [Standard & Poor's).](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) ) a creditworthiness rating at least equal to the sovereign rating assigned to the Republic of Armenia :

2.5 The contract to be concluded within the framework of this procedure can be done agency contract to seal through. Agency contract side no can to be this to the procedure ( the same to participate in the portion for the purpose application presented participant .

2. 6 Participants​ can are this to the procedure participate jointly activity in order ( by consortium ) . Similar in case :

1) joint activity contract from the sides any one no can the same to the procedure ( the same to present the dose separately Application : This paragraph demand non-compliance in case of applications opening in session rejected are how jointly activity in order , so email separately presented applications .

2) The companions carry are jointly and co-responsible responsibility . Moreover, consortium member from the consortium out to come in case consortium back to the client sealed the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility the means .

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

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

Participant right has applications presentation deadline upon expiration at least five calendar day before the written committee to demand invitation clarification . The Commission the request done m assani clarification provision is in writing : the query to receive on the day subsequent two calendar day during .

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

3.3 Clarification no provided if​ the request done is this Whose share ? defined deadline in violation , as also if​ the request out is this invitation content from the frame or if the request refers to is the latter by to be recommended of goods technical characteristics : this by invitation intended technical to the characteristics equivalence in accordance with ­the answer . Total in which the participant written notified is clarification not to provide foundations about the query to receive on the day subsequent two calendar day during .

3.4 Applications presentation deadline upon expiration at least five calendar day forward invitation can are done changes . Change​ to perform on the day subsequent three calendar day during change to perform and them to provide conditions about announcement is being published in the newsletter .

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

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

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

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

Participant can is application to present how each portion , so email one how many or all portions for .

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

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

4.2 Procedure applications necessary is to present to the committee no later than​ this procedure the announcement and the invitation newsletter to be published subsequent from the day calculated **05.08.2025 at 15:00 , Tumanyan community, Central Street, Building 1.**

Procedure applications receives and applications in the registry registration is commission secretary Pearl Chatinyan. Applications secretary by registering are in the registry according to their receipt in order : in the register noting registration number , day and Time : Participate on demand its about given is reference. Applications to present deadline upon expiration after presented applications in the registry are not registering and them to get on the day subsequent two working day during secretary by being returned are .

4.3 Participant by request present is :

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

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

b ) confirming: chosen participant to be recognized in this case , on the 1st of the invitation by point 2.4 of part defined in order and within the deadline , submitted price offer to the extent qualification provision to present obligation about .

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

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

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

2) his by proposed product technical characteristics , such as also proposed product commodity the mark , the brand name , brand and manufacturer name ( hereinafter: product complete description ) : In total in which participant can is to present from one more manufacturers by produced as​ also different commodity sign , trademark name and brand having products : . 7[[2]](#footnote-2)

2) his by approved price proposal​

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

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

Total in which jointly activity in accordance with this ( consortium ) to the procedure to participate in case:

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

**5. APPLY PRICE THE OFFER**

5.1 Recommended price product from the value except inclusion is transportation , insurance , duties , taxes , etc. payments on the line expenses and no can less to be their from cost price : Recommended price calculation need is to be presented by request .

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

My friends price suggestions assessment n and comparison implemented are without this at the point mentioned floor of money calculation : Total in which , to participate the application subject not rejection if :​

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

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

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

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

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

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

5. 3 If to be sealed contract price stable is , then price the offer being presented is one in number: contract execution number proposed general at a price of : in which from the participant no can required that​ he/she to present price offer justifications or any other type information or documents , such as also participant profit size no can by invitation to be limited .

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

**AND THEM BACK TO TAKE THE ORDER**

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

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

**8. APPLICATIONS OPENING , EVALUATION AND**

**RESULTS SUMMARY**

8.1 Applications the opening will be done of the committee: applications opening and evaluation in the session: this procedure the announcement and the invitation newsletter to be published subsequent from the day calculated **05.08.2025​ at At 3:00 PM** .

Applications opening and evaluation at the meeting :

1) commission the chairman ( the session) the chairman ( of the meeting ) announce is opened and announces the ­following as defined in the purchase order : this procedure in the frame to be purchased purchase of goods price: one in number expressed as​ also Price offers of the participants who submitted bids, expressed in a single number, based on what is written in letters .

2) this point 1​ in the sub-clause mentioned documents from being transferred to the president (chairman of the session) after the committee assessment is :

a . applications containing the envelopes to make and to present compliance defined okay and opening corresponding evaluated applications ,

b . opened each envelope required ( planned ) documents existence and their compilation compliance by invitation defined to the conditions .

3) commission president announce is applications presented participants price suggestions: one in number expressed, base accepting in letters what is written.

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

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

Enough are being evaluated this by invitation intended to the conditions corresponding applications , contrary in case applications being evaluated are insufficient and rejected are . Moreover , at the session of opening and evaluating the applications, the committee rejects those applications in which absent are price proposals and/or application support or they are presented are invitation to the requirements inappropriate .

8.3 Selected participant decided is sufficient​ evaluated applications presented participants from number : minimum price proposal presented m assani preference to give on principle. Total in which the commission by chosen and to participants not recognized as such when deciding price evaluation and comparison of proposals implemented is without this in point 5.2 of part 1 of the invitation mentioned floor of money calculation :

8.4 If application inconsistency is place found in letters and in numbers written of money between , then base is accepted in letters written the amount. If proposed prices presented are two or more in currencies , then them compared are Armenia Republic in drams : ------------[[3]](#footnote-3) at the exchange rate.

8. The 5 H Committee invitation requirements towards sufficient evaluated applications presented m from the same people decision and announce is chosen and such unrecognized participants : Products purchase in case the committee assessment is also presented product complete descriptions compliance invitation Requirements : Recommended minimum prices equality in case :

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

b . opposite in case commission the session suspended is , and one working day during commission the secretary presenting equal prices participants electronically at the same time notification is prices reduction around simultaneous negotiations driving conditions, duration of the day , of the hour and wild about ,

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

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

e . negotiations number defined deadline to expire at the moment , according to those present presented prices , determined and announced are chosen and participants not recognized as such . If negotiations as a result participants presented prices remains are equal , purchase the procedure Article 37 of the Law Article 1​ part 1​ point basis on announced is failed .

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

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

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

8.8 If during the bid opening and evaluation session implemented evaluation result ­in the participant's application being recorded are discrepancies: invitation requirements towards, then the committee one working per day suspends is the session , and commission the secretary the same the day its informs electronically about is the same as the one who said: offering until suspension deadline the end to fix inconsistency .

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

8.9 If this 8.8th of the invitation with a dot defined the term m is the equivalent correction is recorded the discrepancy , then the latter the application being evaluated is sufficient : Opposite in the case of a given participant the application being evaluated is insufficient and rejected is, and the participant who occupies the next place is recognized as the selected participant.

8. 10 Commission member or the secretary no can participate commission to the work , if it becomes clear during the activities of the commission is that​ the latter by founded or shareholder​​​​ the organization , or their close by kinship or with care related person ( parent , spouse , child , brother , sister , grandmother, grandfather, grandchild, how also husband parent , child , sibling, sister, grandmother, grandfather, grandson ) or that person by founded or shareholder​​​​ the organization this to the procedure to participate number presented is Application : If available is this with a dot intended the condition , then of this procedure in relation to interests collision having commission member or the secretary immediately self-exclusion is reports from this procedure .

8.11 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 protocol of the commission meeting describes in detail the discrepancies recorded as a result of the bid evaluation and the grounds for rejection of the bids based on them. The protocol signing are commission at the meeting present the members.

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

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

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

8.13 Law 6​ Article 1​ Part 6​ with a dot intended the foundations in application to come in case customer's leader reasoned decision basis on authorized body participant inclusion is shopping to the process to participate right having none participants on the list. The authorized body shall publish the reasoned decision of the head of the client in the bulletin.

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

Is it true?

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

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

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

8.15 This on the 1st of the invitation in paragraph 8.8 of the part mentioned documents specified by the participant within the deadline hand over to ­the meeting to the secretary present to​ is the latter, this by invitation intended electronic to the post office to send via : Secretary obliged is the documents to receive the day confirm their to receive the circumstance: this invitation mentioned his/her electronic from the mail participant electronic to the post office confirmation to send through .

8.16 Participants and them representatives can are to be present at the committee at the sessions. Participants or their representatives can are to demand commission sessions protocols copies that​ provided are one calendar day during.

8.17 Commission and ( or ) the customer by electronic notifications being sent are by sending it to the e-mail address specified in the participant's application, and participant by his / her side application mentioned electronic from the mail this invitation mentioned by the commission secretary electronic to the post office by being sent.

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

8. 18 Applications​ assessment and the decision of the selected participant implemented is according to separately doses .[[4]](#footnote-4)

8.19 In case the selected participant does not sign the contract (refuses) or is deprived of the right to sign the contract, the participant occupying the next place shall be recognized as the selected participant by the decision of the commission, applying the procedure set forth in paragraphs 8.12 to 8.18 of Part 1 of this invitation .

8. 20 Participants​​ himself presented requirements compliance justification for the purpose can is to present additional other documents , information and materials.

The committee can is to check m Assange presented data authenticity by using official from sources received data or its about receiving competent bodies written Conclusion : Similar survey to be sent in case appropriate state and local self-government bodies the request to receive on the day subsequent two working day during provision are written Conclusion : If m Assange presented data authenticity inspection as a result data qualified are to reality If the answer is not ­in accordance with the requirements , the application of the participant in question will be rejected.

8. 21 This​ on the 1st of the invitation Part 8.20, point application A committee may be convened for the purpose extraordinary session.

8. 22 Before concluding a contract, the customer shall publish an announcement in the bulletin about the decision to conclude a contract no later than the first working day following the adoption of the decision on the selected participant. The contract award decision contains summary information on the evaluation of the bids and the reasons justifying the selection of the selected participant, and a statement on the period of inactivity.

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

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

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

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

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

**9. CONTRACT​ SEALING**

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

9.2 This on the 1st of the invitation Part 8. 23 point​ defined inactivity deadline upon completion subsequent four working day during landlord​ notification is chosen m to the associator , presenting contract to seal the offer and contract The project : Total in which the contract can is to be sealed no sooner than​ this on the 1st of the invitation Part 8. 23 point​ defined inactivity deadline to expire on the day subsequent second working the day .

9 .3 Selected m assani contract to seal the offer and to be sealed contract the project commission the secretary provision is electronic By :​ in which contract included is chosen participant by by request presented product complete description :

9. 4 If​ chosen participant contract to seal about the notification and contract project n from receiving after 10 working days day during no signing the contract and to the assignor present qualification and contract providing , then he/she deprived is the contract to sign from the law. By contract advance payment to be planned in case this with a dot intended deadline defined is 15 working days day​

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

9.5 Up to this on the 1st of the invitation Part 9.4 point​​ intended deadline the end , the sides with consent , can are contract design done changes , but them are not can lead purchase subject characteristics change , including chosen participant proposed price to the increase.

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

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

10.2 Qualification provision size equal is 15 percent of the purchase price of the goods to be purchased within the framework of this procedure . If the purchase price of the goods is less than the contract price to be concluded, the amount of the qualification guarantee is calculated in relation to the contract price. Qualification provision being presented is penalty ( appendix 4.2 )​ or cash money , or banks by willing in the form of guarantees. Moreover, ensuring need is valid be at least until contract execution result customer's by complete to be admitted on the day subsequent 2 0- th working the day including[[6]](#footnote-6)

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

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

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

The selected participant shall submit the qualification assurance in the form of a bank guarantee in accordance with Annex 4 or Annex 4.1.[[7]](#footnote-7)

Moreover, if the contracts for the purchase of goods are concluded on the basis of Part 6 of Article 15 of the Law, then the qualification security submitted in respect of the agreement(s) concluded for a given year within the framework of the available financial allocations is subject to return if the contractor properly executes the agreement(s) in full and its result is fully accepted by the customer.

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

10.3. Contract provision size to make is 10 percent of the purchase price . If the purchase price of the goods provided for in the draft contract is less than the price of the contract to be concluded, the amount of the contract security is calculated in relation to the contract price. The contract security is submitted in the form of a bank draft (Appendix 5) or cash.[[8]](#footnote-8)

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

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

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

10.4 If the procurement procedure is organized on the basis of Part 6 of Article 15 of the Law and no financial resources are provided at the time of the emergence of the authority to conclude the contract, then the qualification and contract guarantees shall be presented in the form of a unilaterally confirmed statement, a penalty or cash. If the financial resources provided at the time of the emergence of the authority to conclude the contract exceed 25 million AMD, but financial resources are still required for the full performance of the contract in the future, then the contract and qualification guarantees, in terms of the allocated financial resources, shall be presented in the form of a bank guarantee or cash, and in terms of the required financial resources, in the form of a unilaterally confirmed statement, a penalty or cash.

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

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

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

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

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

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

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

**11. PROCEDURE UNEXPECTED DECLARING**

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

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

2) cessation is existence to have purchase The requirement : Moreover, the requirement or communities needs number organized purchase the procedure can is completely or partial failed to be announced respectively Armenia Republic government or community council of elders , other customers in case of general management implementing authorized body leader , and foundations in case trustees council decision basis on .[[9]](#footnote-9)

3) no one application no presented .

4) contract no being sealed.

11.2 G like the procedure failed to be announced subsequent working day During the period , the client publishes an announcement in the newsletter , in which to be noted is purchase the procedure failed to be announced the justification.

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

**PARTICIPANT'S RIGHT TO APPEAL DECISIONS**

**LAW AND ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**M A S II**

**H R A H A N G**

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

**1. GENERAL PROVISIONS**

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

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

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

**2. PROCEDURE THE APPLICATION**

To the procedure to participate number m the relative this 2nd of the invitation Part 3​ by share defined in order present is Application : Haitian attached are this by invitation intended appropriate documents .​

Participant by request present is his/her by approved :

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

**2.2 items by approved - recommended product complete description : according to Appendix N 1.1 .**

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

2.4 joint activity the contract , if participants purchase to the procedure participates are jointly activity in order ( by consortium ): 15[[10]](#footnote-10)

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

**3. THE APPLICATION TO PREPARE THE ORDER**

3.1 Participant the application present is this by invitation defined in order.

M asnaksi the proposals , their concerning documents being put are envelope in which​ gluing is it Presenter : In the envelope included documents , compiled are from the original /except for documents provided or approved by a 3rd party, in which case a copy of the original is submitted/ and \_\_\_\_\_\_\_\_\_\_\_\_\_ copy from copies : Documents packages on respectively being written The words " original " and " copy " are : included original documents instead of can are presented their notary in order certified examples.

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

3.2 This in paragraph 3.1 of the instruction mentioned envelope on the application to make in the language to be noted are :

1) the client name and application presentation location ( address ).

2) procedure the code .

3) " don't open" until applications opening The words " session "

4) m asnaksi name ( name ), location place and phone number :

3.3 This points 3.1 and 3.2 of the directive to the requirements inconsistent applications the committee applications opening in session rejection is and by the same token return to the presenter .

**Appendix No. 1**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

**APPLICATION - DECLARATION \***

**quotation to the question to participate**

reports is that​ desire has participate

participant name

of​ by LM-THKT-GHAPZB-25/09 with code announced

customer's name

quotation survey the dose ( s ) and invitation

dose ( s ) number

to the requirements appropriate present is application :

- n reports and confirmation is that​ being is

participant name

resident​

country name

- to:

participant name

* floor payer registration number is : :

floor payer registration number

* electronic mail address is : :

electronic mail address

* activity address is: -------------------------------------------------.

activity address

* phone number is: -------------------------------------------------.

phone number

Hereby - n announce and confirmation is that :

participant name

1) satisfaction is LM-THKT-GHAPZB-25/09 with code quotation survey by invitation defined participation right to the requirements and undertakes chosen participant to be recognized in case , by invitation defined in order and within the deadline , submit qualification providing [[11]](#footnote-11).

2 ) LM-THKT-GHAPZB-25/09 with code quotation to the question to participate within the framework of :

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

participant name

interconnected persons and ( or ) of​

participant name

by founded or more than fifty percent in​

participant name

belonging shareholder​​​​ organizations simultaneous participation case​

Below​ present is of​ real beneficiaries regarding

participant name

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

Attached being presented is by proposed

participant name

product complete description: according to Annex 1.1 :​

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

K. T.​​[[12]](#footnote-12)

**Appendix 1.1**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

**DESCRIPTION**

**proposed product complete**

- n LM-THKT-GHAPZB-25/09

participant name

with code quotation survey in the frame below present is his/her by proposed product complete description

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Size number** | **Recommended product** | | | | |
| **company​ name** | **commodity the sign** | **the brand** | **manufacturer name** | **technical characteristics** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

participant name ( of the leader) position , name last name ) signature

K. T.​​

Appendix 1.2\*\*

LM-THKT-GHAPZB-25/09 with code

invitation to request a quote

FORM

STATEMENT ON BENEFICIARY OWNERS

1. The organization
   1. Organization details

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

* 1. Person submitting the declaration

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

* 1. Submission of the declaration

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

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

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

* 1. The organization supervisor legal person data

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

* 1. Control level

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

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

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

* 1. International organization participation

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

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

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

* 1. Person confirming the document

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

* 1. Person registration address

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

* 1. Person residence address

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

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

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

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

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

* 1. Real beneficiary status regarding information

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

* 1. Real beneficiary contact data

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

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

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

* 1. Real beneficiary data

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

* 1. Intermediate legal person shares listing data

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

1. **Additional notes**

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

**I. Declaration filling order**

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\* 1.2 the application no being presented participant by if wearable is this with attachment No. 1 to the invitation defined: legal person real beneficiaries regarding information containing website the link to present regarding regulation , as also if participant individual entrepreneur is or physical person

**Appendix 2**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

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

Studying **LM-THKT-GHAPZB-25/09** with code quotation survey the invitation , that among to be sealed contract the project , - n offer is

participant name

the contract to do the following general at prices .

Armenia money

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

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

participant name ( of the leader) position , name last name ) signature

K. T.​​[[13]](#footnote-13)

**Appendix 4.2**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

**PUNISHMENT ABOUT AGREEMENT**

**( qualification) provision )**

Yerevan city​ 20 years \*\*

, in face Company director

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

1. **Consent​ the subject**

* 1. The company participates is << Tumanyan utility economy >> by the ANCO ( hereinafter referred to as the Client ) organized: **LM-THKT-GHAPZB-25/09**  with code purchase to the procedure .

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

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

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

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

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

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

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

1.4 Company by purchase procedure as a result sealed the contract to fail to comply or no proper to perform in case , if it leads to is Customer by contract one-sided solution , Client this punishment the agreement and adjacent The demand letter with originals present is Payer To the bank : that about written informing To the Company : This punishment the agreement and adjacent The demand letter electronic digital with signature approved to be in case them Payer To the bank are being presented electronic with media , such as also from them reprinted paper with options .

* 1. Client Payer to the bank can is to present other additional documents .

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

1.7 It in case , when Company account means are not satisfies : Payer the bank payment demand letter from receiving then 2 ( two ) working days day during need is inform To the Client: written in the form of :

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

1. **Other conditions**

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

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

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

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

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

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

company name

company address

to the company attendant bank name

K. T.​

Day / month / year

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

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

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

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

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

**Appendix 5.1**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

**PUNISHMENT ABOUT AGREEMENT**

**( contract) provision )**

Yerevan city​ 20 years \*\*

, in face Company director

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

**1. Consent the subject**

* 1. The company participates is << Tumanyan utility economy >> by the ANCO ( hereinafter referred to as the Client ) organized: **LM-THKT-GHAPZB-25/09**  with code purchase to the procedure .

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

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

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

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

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

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

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

* 1. Company by purchase procedure as a result sealed the contract to fail to comply or no proper to perform in case Client this punishment the agreement and adjacent The demand letter with originals present is Payer To the bank : that about written informing To the Company : This punishment the agreement and adjacent The demand letter electronic digital with signature approved to be in case them Payer To the bank are being presented electronic with media , such as also from them reprinted paper with options .
  2. Client Payer to the bank can is to present other additional documents .
  3. Payer Bank by P- mail mentioned of money payment as a result Company caused risks ( Company) worn damages ) and negative consequences number The bank any responsibility no wear​ The bank obliged not to check Company by contract conditions to violate the facts .
  4. It in case , when Company account means are not satisfies : Payer the bank payment demand letter from receiving then 2 ( two ) working days day during need is inform To the Client: written in the form of :
  5. This the agreement and adjacent The warning sign Bank from presenting after , from the Bank independent for reasons , ten working day during To the client the amount not to be paid In case , the Client non-payment back related Company about information transfer is << ACCRA Credit Reporting >> CJSC ( Credit) bureau ).

**2. Other conditions**

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

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

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

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

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

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

company name

company address

to the company attendant bank name

company banking account number

company floor payer registration number

company director's first name , last name and signature

K. T.​

Day / month / year

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

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

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

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

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

**Appendix 6**

**LM-THKT-GHAPZB-25/09 with code**

**quotation survey invitation**

**STATE NEEDS FOR PRODUCT SUPPLY**

**CONTRACT**

**N**

c . 20 years .

\_\_\_\_\_\_​​ in face \_\_\_\_\_ of which​​ in action is of​ statute basis on , from now on Buyer , please by , and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in​ face director of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , which in action is of​ statute basis on , from now on Seller the other by , signed this the contract of the following about.

**1. CONTRACT SUBJECT**

1.1. The Seller undertakes is this defined by the contract ( hereinafter referred to as the contract ) in order , in volumes , within the deadlines and at the address To the buyer to supply with Annex N 1 to the contract : Technical description - purchase - schedule intended the product ( hereinafter referred to as the product ), and The buyer undertakes is accept the product and to pay its for.

**2. PARTIES RIGHTS AND DUTIES**

**2.1 The Buyer right has :**

2.1.1 The product by contract defined within the deadline Seller by not to deliver in case refuse from the product , if supply deadlines to be violated are from the day more .

2.1.2 If to surrender is inappropriate quality - by contract intended technical to the description inconsistent product :

a ) to demand to compensate product inappropriate quality to be because of his/her done expenses .

b ) not accept the product is his at your discretion defining inappropriate quality the product to the contract corresponding quality with product gratuitous replacement reasonable deadline and to demand From the seller to pay according to clause 6.3 of the contract intended the penalty .

c ) refuse the contract from performing and to demand to return product number paid the amount .

2.1.3 If to surrender is by contract from the determined less quantity product , then :

a ) to demand to fill product less surrendered number ,

b ) refuse surrendered from the product and its number from paying , and if product number to be paid is , then to demand to return paid the amount and to pay according to clause 6.2 of the contract intended the penalty .

2.1.4 If to surrender is type condition in violation product , thing by choice :

a ) accept type regarding on condition corresponding the product and refuse the rest from products .

b ) refuse surrendered all from goods and to demand to pay according to clause 6.2 of the contract intended the penalty .

c ) to demand type regarding on condition inconsistent product gratuitous replacement by contract intended type appropriate with the product .

2.1.5 Seller by supply deadlines violation in case his/her at your discretion to define product supply new deadline and to demand From the seller to pay according to clause 6.2 of the contract intended the penalty.

2.1.6 From the seller to demand to compensate the damages if The buyer Seller by obligation to violate as a result contract from the solution after reasonable within the deadline other from a person more high , but reasonable at a price buy is product under contract intended instead of by contract defined and its instead of sealed transaction prices between difference as much as also the product other from a person hand to bring number his/her done all necessary and reasonable expenses .

2.1.7 One-sided solve contract ( full) or partial ), if The seller substantially to violate is the contract .

2.1.7.1 Seller by the contract violation essential is considered if :​

a ) supplied is inappropriate quality product which no can to be replaced Buyer's number acceptable within the deadline .

b ) product supply deadlines to be violated are from the day more ,

2.1.8 Browse the product and found shortcomings about immediately inform To the seller.

**2.2 The Buyer obliged is :**

2.2.1 Execute to the contract appropriate supplied product acceptance providing all necessary actions .

2.2.2 Seller handed over from the product to the contract appropriate to refuse in case , to provide that product responsible protection and its about immediately inform To the seller :

2.2.3 By contract intended in order and within the deadlines supplied the product to accept in case To the seller to pay the latter payment subject the money , and payment deadline violation in case also according to clause 6.5 of the contract intended the penalty.

2.2.4 Product quantity , variety , quality about contract conditions to violate about To the seller notify the defect from discovering after immediately or it from something then reasonable​ within the period when contract appropriate condition violation need is found would be based on product from nature and from the meaning.

2.2.5 Clause 2.3.3 of the Agreement according to contract from the solution after To the seller to compensate the latter caused and defined in order justified the damages.

**2.3 The Seller right has :**

2.3.1 From the Buyer to demand to accept by contract intended in order , in volumes , within the deadlines and at the address supplied the product .

2.3.2 From the Buyer to demand to pay by contract intended in order , in volumes , within the deadlines and at the address supplied and Buyer's by accepted product number himself payment subject the money .

2.3.3 One-sided solve contract ( full) or partial ), if The buyer substantially to violate is the contract .

2.3.3.1 Buyer by the contract violation essential is considered if​ many times to be violated are product number to pay the deadlines.

2.3.4 Buyer by agreement early to supply the product.

**2.4 The Seller obliged is :**

2.4.1 To the Buyer to hand over the product is under contract intended in order , in volumes , within the deadlines and at the address :

2.4.2 Ensure product supply clause 2.1.2 of the contract b ) sub-clause and ( or ) point 2.1.5 according to the Buyer by defined within the deadlines .

2.4.3 To the Buyer to hand over third persons from rights free product​

2.4.5 To the Buyer to hand over by contract intended quality and quantity product under contract intended within the deadlines and at the address , and Buyer's on demand to provide product quality certifying : RA by law defined documents.

2.4.6 Terry supply weak to give in case , by contract intended in order , fill in defective the one supplied.

2.4.7 Back to carry Buyer's by clause 2.2.2 of the contract relevant : responsible conservation accepted the product or reasonable within the deadline to manage that , as also to compensate the product responsible conservation to accept , it to realize or To the seller to return back related necessary expenses.

2.4.8 By contract intended in cases to pay under clauses 6.2 and 6.3 of the contract intended the penalty and the fine.

2.4.9 To the Buyer to hand over product belongings and appropriate the documents.

2.4.10 Clause 2.1.7 of the Agreement according to contract from the solution after To the buyer to compensate the latter caused and defined in order justified the damages.

2.4.11 Qualification and contract provision presented person obliged is provisions action during liquidation or bankruptcy process to start in case its about in advance written inform To the buyer.

**3. CONTRACT PRICE AND PAYMENT THE ORDER**

3.1 Contract price to make is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RA drams , including VAT : 17 29 [[14]](#footnote-14)Contract​​ price inclusion is contract performance to ensure for the purpose Seller by to be done all the fees ( expenses ), that including taxes , duties , transportation , insurance​ expenses , bonuses and expected profit.

Product supply price stable is and The seller right does not have to demand to add , and The buyer to reduce that the price.

3.2 Contract from price to Armenia The money , the Buyer transfer is Seller banking on account of : as advance payment. Prepaid redemption implemented is delivery - acceptance protocols basis on ongoing from payments to make deductions ( withholdings ) in a way. Total in which until advance payment complete repayment , to the Seller payments are not takes place : 18 30[[15]](#footnote-15)

3.3 The Buyer himself supplied product in front of payment is Armenia in dollars non -cash : monetary means Seller computational on account to transfer through. Monetary means the transfer happening is delivery - acceptance protocol basis on the contract payment Scheduled ( Appendix N 2 ) in size and years . If the protocol being compiled is data from the 20th of the month after and that per month payment on schedule intended are financial means , then payment implemented is up to 30 working days day during , but no later than​ until data of the year December 30th .​

**4. PRODUCT QUALITY AND THE GUARANTEE**

4.1 The Seller guarantee is supplied of the bride quality compliance state standard requirements.

4.2 Basic remedy being of goods number warranty deadline is defined Buyer's by the product to be admitted on the day subsequent from the day calculated calendar day : If warranty deadline during in application are came supplied product shortcomings , then The seller obliged is his/her at the expense of the Buyer by defined reasonable within the deadline to eliminate disadvantages : 19 31[[16]](#footnote-16)

**5. PRODUCT THE TRANSFER AND ADMISSION**

5.1 Provided the product accepted is Buyer's and Seller between delivery - acceptance protocol with signature : The product To the buyer to hand over the fact fixed is Buyer's and Seller between bilateral approved with the document: noting document compilation date :

Until by contract product supply number intended the day including The seller To the buyer is provision his/her by signed : the product To the buyer to hand over the fact fixing document ( Appendix N 3.1) and delivery - acceptance protocol example ( appendix N 3).

5.2 Handover - acceptance the protocol being signed is , if supplied the product correspond is contract to the conditions. Opposite in case contract or its one part execution results are not accepted , handed over - accepted the protocol no being signed and The buyer :

a ) question regulation number undertaking is similar situation number by contract intended the means .

b ) Seller towards application is by contract intended responsibility resources.

5.3 The Buyer delivery - acceptance the protocol to receive on the day subsequent working from the day calculated working day during To the seller is present his/her by signed delivery - acceptance protocol one the example or the product to refuse to accept reasoned rejection.

5.4 If according to clause 5.3 of the contract defined within the deadline The buyer no acceptance supplied the product or no rejection its acceptance , then supplied the product considered is accepted and according to clause 5.3 of the contract defined­​ on the deadline subsequent working the day The buyer To the seller is provision his/her by signed delivery - acceptance the inscription ­.

**6. PARTIES RESPONSIBILITY**

6.1 The Seller responsibility is carry handed over product quality and by contract intended supply deadlines maintenance for.

6.2 Seller by by contract intended product supply deadlines violation in case From the seller each late working day number charged is penalty for supply subject , but not supplied product price 0.05 ( zero) whole five hundredths of a percent in size.

6.3 In clause 1.1 of the Agreement mentioned technical to the description inconsistent product to supply each in case From the seller charged is penalty for contract price 0.5 ( zero) whole five decimal ) percent in size : 20 32 [[17]](#footnote-17)Total in which the fine calculated is also product supply this by contract defined within the deadline to do , but customer's by that not to be accepted in case .

6.4 Pursuant to clauses 6.2 and 6.3 of the Agreement intended the penalty and the fine calculated and being offset are To the seller payment subject of money with.

6.5 Buyer by according to clause 3.3 of the contract intended deadline violation number Buyer's towards each late working day number calculated is penalty for payment subject , but unpaid sum 0.05 ( zero) whole five hundredths of a percent in size.

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

6.7 Penalties and ( or ) fine payment To the parties no release their contractual obligations full from doing.

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

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

**8. OTHER CONDITIONS**

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

By contract intended parties rights and responsibilities execution condition is being the contract Armenia finance ministry by registered to be circumstance : 21 33[[18]](#footnote-18)

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

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

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

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

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

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

8.6 If the contract carried out by is agency contract to seal through .

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

2) contract execution during agent change in case Seller​​ written informs is To the buyer: providing agency contract copy and its side being person data: the change to be done from the day five working day during : 22[[19]](#footnote-19)

8.7 If the contract implemented is jointly operating ( consortium ) agreement to seal through , then that contract participants carry are jointly and co-responsible Responsibility :​ in which , the consortium member from the consortium out to come in case the contract unilaterally dissolving is and consortium members towards applied are by contract intended responsibility resources : 23[[20]](#footnote-20)

8. 8​ A pr ank handshake​​​ deadline can is to extend until by contract that deadline completion : Seller suggestion availability in case , on condition that Buyer 's near no disappeared product use the requirement , and Seller the proposal presented is no later than​ by contract in from the beginning supply number defined deadline upon expiration at least 5 calendar days day before : In in which this with a dot defined in case live​ delivery​ deadline can is to extend one times up to 30 calendar days per day , but no more than by contract defined deadline is .

8.9 Contract proper execution under the conditions parties ( Seller) or Buyer ) benefits ( savings ) or worn damages data side the benefit or worn the damage are.

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

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

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

8.12 Contract on the occasion born the arguments dissolving are negotiations through. Consent hand not to bring in case the arguments dissolving are judicial in order.

8.13 The Agreement composed is from \_\_\_\_ page , is sealed is two from the example , which have equal legal strength , each to the side given is one by one for example. Annexes N 1, N 2, N 3 and N 3.1 to the Agreement shall be deemed are contract inseparable part.

8.14 Contract back related relationships towards applied is Armenia Republic the right.

**9. Parties addresses , banking prerequisites and signatures**

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

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

Appendix No. 1

20 years old . Sealed

with code contract

TECHNICAL CHARACTERISTICS - PURCHASE SCHEDULE \*

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product | | | | | | | | | | | |
| by invitation intended portion number | shopping according to plan intended through code according to GMA classification (CPV) | name | commodity the sign , the mark and manufacturer name \*\* | technical description | measurement the unit | unit price / RA money | general price / RA money | general number | supply | | |
| address | subject number | Deadline \*\*\* |
| 1 | 09134200 | **Diesel fuel summer​** |  | Cetane number from 51 no less , cetane index from 46 no less , density at 150C 820-845 kg / m³ , Polycyclic aromatic hydrocarbons massive part: from 11% no more , sulfur content from 10 mg / kg​ no more , Outbreak temperature: from 55 ºC no low , carbon residue in 10% sediment from 0.3% no more , viscosity at 40 ºC from 2.0 up to 4.5 mm² / s , turbidity temperature: from 5 ºC no high safety , marking packaging: Armenia government in 2004 . November 11 , 2011 N 1592- N decision Approved internal combustion motor fuels technical regulations  Supply implemented is with coupons of a specified format . | liter | 490 | 1470000 | 5 0 00 | Tumanyan community , central street | 5 0 00 | Contract to seal from the moment: until 31.12.2025 .​ |

\* Product supply the deadline , and phased supply in the first case phase supply deadline , need is to be defined at least 20 calendar days day on which calculation happening is by contract intended parties rights and responsibilities execution the condition strength in to enter day , except it in the event that chosen participant agreement is the product to supply more short Delivery time : deadline no can more to be than data of the year December 25th .​

\*\* If chosen participant by request to introduce is from one more manufacturers by produced as​ also different commodity sign , trademark name and brand having products , then from them sufficient the rated ones included are this in the appendix : If by invitation no planned participant by proposed of the product, commodity brand , trademark name , brand and manufacturer regarding information presentation , then being removed are commodity the sign , the mark and manufacturer name Column : By contract intended in case The seller To the buyer present is also the product from the manufacturer or the latter from the representative warranty letter or compliance certificate​

\*\*\* If the contract being sealed is Shopping about Armenia 15th of the law Article 6​ part basis on , then in the column deadline calculation implemented is financial resources to be planned in case parties between sealable agreement strength in to enter from the day starting from :

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

Appendix No. 2

20 years old . Sealed

with code contract

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE \*

Armenia money

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product | | | | | | | | | | | | | | | |
| by invitation intended portion number | shopping according to plan intended through code according to GMA classification (CPV) | name | in front of payments planned is to be implemented in 2025 according to​ months , that including \*\* | | | | | | | | | | | | |
|  |  |  | January | February | March | April | May | June | July | August | September | October | November | December | Total |
| 1 | 09134200 | **Diesel fuel summer​** |  |  |  |  |  |  |  | 100% | 100% | 100% | 100% | 100% | 100% |

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

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

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

Appendix No. 3

20 years old . Sealed

with code contract

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

**PROTOCOL N**

**CONTRACT OR THAT ONE ABOUT PERFORMANCE RESULTS**

**TRANSFER - ACCEPTANCE**

20 years .

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

Contract sealing Date: \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20

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

Client and Contract side: base accepting contract execution regarding 20 out​​ written Account N \_\_\_ the invoice was drawn up this the protocol of the following about .

Contract within Contract side to supply is following the products:

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

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

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

Appendix 3.1

20 years old . Sealed

with code contract

ACT N

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

Hereby being recorded is that​ ( hereinafter referred to as the Buyer ) and

Buyer's name Seller name

( hereinafter referred to as the Seller ) between 20 years . ​​ sealed N

contract sealing date contract number

contract within The seller is 20 years old . delivery - acceptance for the purpose To the buyer handed over below mentioned the products .

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

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

THE SIDES

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

the application designed representative :

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

1. *If the purchase price does not exceed the thresholds set by the World Trade Organization Agreement on Government Procurement, this sentence shall be removed from the announcement.* [↑](#footnote-ref-1)
2. *7 If this invitation does not provide for the submission of information on the trademark, brand name, brand and manufacturer's name of the product offered by the participant, then the words "as well as the trademark, brand name, brand and manufacturer's name of the product offered" shall be removed from the sub-clause .* *Moreover, the participant may submit products produced by more than one manufacturer, as well as products with different trademarks, brand names and logos.* [↑](#footnote-ref-2)
3. *Defined by the client.* [↑](#footnote-ref-3)
4. *This sentence is removed from the invitation if the procurement procedure is not organized in batches.* [↑](#footnote-ref-4)
5. *The sentence <<If the security is submitted in the form of a bank guarantee, the period provided for in this clause shall be set at 10 working days>> is removed from clause 10.1,*

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

   *- the procedure is organized on the basis of Part 6 of Article 15 of the RA Law "On Procurement", except for the case when the amount of financial resources required to organize the procedure as of the date of approval of the purchase application exceeds 25 million AMD and financial resources will be required in the future for the full implementation of the contract to be signed, or when an advance payment is provided within the framework of the financial resources provided as of the date of approval of the purchase application.* [↑](#footnote-ref-5)
6. *If the purchase price of a given share in the purchase order:*

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

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

   *- exceeds eighty times the base unit of the procurement, then the words <<penalty (Appendix 4.2) or >> shall be removed from this paragraph, the number <<15>> shall be replaced by the number <<30>>, and the number <<20>> shall be replaced by the number <<90>>,* [↑](#footnote-ref-6)
7. *If:*

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

   *- within the framework of this procedure, the regulation set out in paragraph 4 of clause 10.2 is applied, then instead of paragraphs 4 and 5, the following condition is set: “After accepting the result of each stage of the contract execution, the amount of the qualification security is reduced in proportion to the amount of that stage. : The selected participant shall provide a guarantee of qualification in accordance with Appendix 4.1. ”, and Appendix 4 is removed from the invitation.* [↑](#footnote-ref-7)
8. *If the price of the goods to be purchased by the purchase order does not exceed 25 million AMD, then* *The words “in the form of a bank guarantee or cash” are replaced with the words “in the form of a unilaterally confirmed statement of penalty (Appendix 5.1) or cash”, and the number <<90>> mentioned in paragraph 3 is replaced with the number <<20>>.* [↑](#footnote-ref-8)
9. *This point is edited according to the relevant client.* [↑](#footnote-ref-9)
10. *15 In case of participation in a joint activity (consortium), the documents included in the application and approved by the participant must be approved by all members of the consortium.* [↑](#footnote-ref-10)
11. *If the regulation provided for in the second sentence of paragraph 2.4 of part 1 of this invitation is applied, then the words << undertakes, in case of being recognized as a selected participant, to submit a qualification certificate in the manner and within the period specified in the invitation.>> are replaced by << the latter or the organization producing the goods supplied by the latter within the framework of this procedure as an official representative, has, as of the date of opening the bids, a creditworthiness rating awarded by reputable international organizations (Fitch, Moodys, [Standard & Poor's](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s" \t "_blank) ) at least equal to the sovereign rating awarded to the Republic of Armenia.*

    *>> in the words. The size of the rating and the name of the organization with the credit rating are also indicated.* [↑](#footnote-ref-11)
12. *\*filling in is commission secretary by: up to the invitation newsletter publishing.*

    *\*\* - participant application the announcement when filling note is his/her real beneficiaries regarding information containing website the link if that participant " Legal persons state registration , legal persons departments , institutions and individual entrepreneurs state registration about » law basis on real beneficiaries regarding declaration to present duty having legal person is and the application to present day as of defined in order need is in the poetic sense persons state registry at the agency registered would be his/her real beneficiaries regarding information ,*

    *- If participant " Legal persons state registration , legal persons departments , institutions and individual entrepreneurs state registration about the law basis on real beneficiaries regarding declaration to present duty having legal person not , or if such legal person is however the application to present day as of obliged was not legal persons state registry at the agency register his/her real beneficiaries regarding information , then application - statement when filling << information containing website link: >> words replacement is << declaration: according to In the words of Annex 1.2 ,*

    *- if participant individual entrepreneur is or physical person , then real beneficiaries regarding information no presents :* [↑](#footnote-ref-12)
13. *\* being filled is commission secretary by: up to the invitation newsletter publishing.*

    *\*\* if participant added of value floor payer is , then data contract on the line Armenia Republic state budget payable added of value floor the amount to be noted is 4th​​ in the column.* [↑](#footnote-ref-13)
14. [↑](#footnote-ref-14)
15. [↑](#footnote-ref-15)
16. [↑](#footnote-ref-16)
17. 29 17 *If the price offered by the auctioneer presented is without VAT , then​​ the contract when signing " including" The words " VAT " being removed are .*30 18 *The seller may refuse the proposed advance payment or part of it. In addition, the contract to be concluded The advance payment in the contract is set at an amount agreed upon between the Buyer and the Seller. If by contract no planned advance payment allocation , then this the point being removed is from the project .*31 19 *This clause is removed from the draft contract if the product to be purchased is not a fixed asset. If the product to be purchased is a fixed asset, the warranty period shall not be less than 365 calendar days.*20 *If the contract was concluded on the basis of Article 15, Clause 6 of the RA Law "On Procurement", the fine is calculated against the price of the agreement within the framework of which the circumstance of non-fulfillment or improper fulfillment of the obligations undertaken was recorded.* [↑](#footnote-ref-17)
18. [↑](#footnote-ref-18)
19. [↑](#footnote-ref-19)
20. [↑](#footnote-ref-20)