*Appendix N 9*

*of the RA Finance Minister on March 1, 2023*

*Order N 87-A*

STATEMENT:

**ABOUT RATING** REQUEST

This text of the statement is approved by the evaluation committee

"20 " 09" of " September " 2024

Code of the procedure: AMFH- X -GHTSDB-24/ 02

Client: Armavir marz, RA The municipality of Ferik , which is located in the Armavir marz of RA, Ferik village , Komitas 6: at the announces a request for quotation, which is carried out in one round.

As a result of this procedure , the selected participant will be offered to sign the Cultural Agreement of Ferik Community of Armavir Marz, RA in the prescribed manner. house in the area Playground construction Agreement for the provision of services for the development of design-budget documents and cost estimation services (hereinafter referred to as the Agreement).

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

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

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

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

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

6 Komitas , Ferik community, Armavir marz, RA address, in documentary form until 11:00 on the 7th day from the date of publication of this announcement . In addition to Armenian, applications can also be submitted in English or Russian.

6 Komitas , Ferik community, Armavir marz, RA at the address, on September 27 , 2024 , at 11:00 .

An appeal of this procedure is underway Shopping​ about » RA : by law and: In accordance with the procedure established by the RA Civil Procedure Code.

To get additional information related to this announcement, you can contact the secretary of the evaluation committee , Mame Mamoyan.

Phone: 0 94 767494

Email mail ferik.gp@mail.ru:

Client: Armavir marz, RA Ferik municipality

Confirmed is

АМФХ-Х-ГХСЗБ-24/02 cover with g

quote survey evaluation committee

in 2024​ August 15: ofN 0 3: by decision

*"* FERIK COMMUNITY OFFICE OF ARMAVIR REGION, RA *"*

Q: R: A: V: E: R:

CULTURE OF THE FERRIC COMMUNITY OF ARMAVIR REGION, RA HOME: IN AREA GAME PLATFORM CONSTRUCTION PROCESSING OF WORK PROJECT-BUDGET DOCUMENTS AND ACQUISITION OF COST ASSESSMENT CAPABILITIES ON PURPOSE ANNOUNCED RATING: QUESTION:

*Dear participant before application making up and: presenting please we are in detail study hereby How much is the invitation ? that to the invitation non-compliant applications subject to are of rejection*

CONTENTS

CULTURE OF THE FERRIC COMMUNITY OF ARMAVIR REGION, RA HOME: IN AREA GAME PLATFORM CONSTRUCTION PROCESSING OF WORK PROJECT-BUDGET DOCUMENTS AND ACQUISITION OF COST ASSESSMENT CAPABILITIES ON PURPOSE ANNOUNCED RATING: QUESTION:

INVITATION:

**PART I.**

1. Purchase subject natural thing ​

2. To participate participation of right requirements and: to them evaluation order , selected

qualification assurance in case of being recognized as a participant

3. Invitation clarification and: in the invitation change to perform there was c

4. Application to present there was c

5. Application let's see the offer

6. Application c productivity the term in applications change to perform and: them with to take

there was c

7. [[2]](#footnote-2) Application provision[[3]](#footnote-3)

8. H cheeks opening , evaluation and: results summary

9. Write a contract sealing

10. Qualification and Terms provisions

11. Current c​ non-existent to announce

12. Purchase c process with connected c​ and ( or ) accepted the decisions

to appeal to participate the right and: there was c

**PART II . RATING: QUESTION: THE APPLICATION TO PREPARE INSTRUCTION:**

1. General provisions

2. Current issue​ the application

3. Appendices 1-7​

Present the invitation provided is in: addition АМФХ - Х - ГХСЗБ -24/ 02: cover with g held quote of the survey ( henceforth - current c ) statement .

Present the invitation to be composed is c samples about RA: legislation , that including : " Shopping about » RA : of the Law ( hereinafter : the Law ), RA of the government in 2017 N 526 of May 4- N by decision approved " Shopping c process of organization " ( hereafter : Kar g ) and​​ other legal of acts requirements appropriate and: purpose: has " Feriki community hall " . ( hereinafter : the client ) by declared current c​ to participate intention having to inform persons ( hereinafter - participants ). current c i conditions like c​ subject , current year​ holding , to the selected participant to decide and: his with provided​​ to seal about how​ also to assist current c i the application while preparing .

Applications: can are submit all people , independent to them - a foreigner physical person , organization , citizenship without person to be out of the bowl .

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

The e-mail address of the secretary of the evaluation committee is "wwwkotty@inbox.ru" **PART I**

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

### 1.1 Purchase object is is seal seal in the territory of the House of Culture of Ferik community of Armavir marz, RA playground construction development of project -budget documents and cost estimation services achievement ( hereinafter also​ service ), which grouped together is " one " dose of :

|  |  |  |
| --- | --- | --- |
| ***Portions*** | | ***Name of dose*** |
| ***numbers*** | ***of purchase the price*** |
| 1: | 400,000 | *In the territory of the House of Culture of Ferik community of Armavir marz, RA playground process of development of design-budget documents and cost estimation of construction works* |

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

**Participant PARTICIPATION RIGHT QUALIFICATION REQUIREMENTS​ STANDARDS AND THEM C NAHATMAN There was G**

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

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

3) which ones? or to whom executive of the body representative the application to present on the day preceding five years during convicted is was of terrorism financing , child operation or human trafficking including crime , criminal cooperation to create or to it to participate , bribe to receive a bribe to give or of bribery mediation and: by law planned economic activity against directed crimes for​ except it cases when​ conviction by law defined in order paid off or is eliminated .

4) to whom regarding shopping in the field anti-competitive of agreement , dominant position of abuse or unscrupulous competition for responsibility defining administrative the act the application to be presented on the day preceding three of the year during became is unappealable , huh? appealed to be case to be left is unchanged .

5) which ones? the application to present of the 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 without participants in the list .

6) which ones? the application to present of the day as of included are shopping to the process to participate right without participants in the list .

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

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

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

2.2 In order to evaluate the right to participate, the participant must submit the following approved by him with the application 2. 1 of the 2nd part of the invitation with a point planned in writing statement. Besides hereby with a point planned from the announcement participation of right evaluation for from the participant , that seems selected from the participant other documents or justifications they are not can be required To participate statement authenticity appraiser the commission ( hereinafter : commission ) assessment is hereby by invitation defined with conditions .

2. 3: Participant: 6th of O renk 1 of the article part 6​ with a point planned in the list being included in it location during the period , automatically leads to is the latter with interconnected persons shopping to the process participation of right of limitation .

Prohibited is hereby with a point defined interconnected persons and ( or ) the same by person ( s ). established or more than fifty percent at the same time belonging to person ( s ). having a share​​ organizations simultaneous participation hereby to the procedure ( at the same time dose ), except of the state or communities by established organizations and ( or ) jointly c productivity there was c ow ( with a consortium ) c samples c process participation of cases .

119th of the order point in the sense of:

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

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

a. Participant holding more than ten percent of the shares of this legal entity.

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

G. Chairman of the board of this legal entity, deputy chairman of the board, member of the board, executive director, his deputy, chairman of the collegial body performing functions of the executive body, member.

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

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

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

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

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

D. They act or are acting in concert based on common economic interests;

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

2.4 If the participant is recognized as a selected participant , he submits qualification security in the manner and amount specified in this invitation.

2.5 The contract to be concluded within the framework of this procedure can be implemented agency contract to seal through Agency of the contract side no can to be hereby to the procedure ( at the same time portion ) to participate purpose application presented by the participant

2 . 6 Participants can are hereby to the procedure to participate together activity in order ( consortium ) . Similar in case :

1) jointly activity of the contract from the sides any one no can the same to the procedure ( at the same time portion ) to submit separately application​ Present paragraph demand non-compliance in case of applications opening in the session rejected are how together activity in order , so email separately presented applications .

2) Participants wearing are together and: jointly responsibility​ Moreover, of the consortium member from the consortium out to come case of the consortium with to the donor sealed the contract unilaterally being resolved is and: of the consortium members towards applies are by contract planned responsibility the funds .

1. **INVITATION: THE EXPLANATION AND: INVITATION A CHANGE TO PERFORM THE PROCEDURE**

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

Participant right has applications presentation deadline upon expiry at least five calendar day before the written committee to demand of invitation clarification . The commission the request done to my partner clarification providing is in writing the request to receive on the day next two calendar of the day during .[[4]](#footnote-4)

3.2 Survey and: clarifications content about the statement clarification to provide the day published is at www.procurement.am active newsletter ( hereinafter - newsletter ) " Purchasing​ announcements » department " Invitations clarifications regarding announcements » in subsection : without to mention the request done my partner the data .

3.3 Clarification no provided if : the request performed is hereby department who defined period in violation , as also if​ the request out is hereby of invitation content from the frame . And in which , the participant in writing be notified is clarification not to provide foundations about : the survey to receive on the day next two calendar of the day during​

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

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

3.5 Invitation changes to be done case applications to present deadline counted is that of changes about in the newsletter statement publication from the day That case participants must are to extend their presented by of the application validity period of the guarantee or submit of the application new provide​[[5]](#footnote-5)

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

4.1 Herein to the procedure to participate for the participant to the commission present is application . The application hereby of invitation based on on to participate by presentable the offer is​

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

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

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

4.2 Applications for the procedure must be submitted to the commission no later than 13:00 on the "7th " day from the date of publication of the announcement and invitation of this procedure in the bulletin **.**

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

4.3 The participant submits with the application:

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

of himself and his related persons with the requirements of the right of participation defined by this invitation ;­

B) certification, in case of being recognized as a selected participant, about the obligation to submit qualification assurance in the manner and within the time limit set by this invitation;

C) statement about unfair competition, abuse of dominant position and absence of anti-competitive agreement within the scope of this procedure;

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

E) ) statement on beneficial owners according to Annex 1. A declaration is not submitted if the participant is an individual entrepreneur or natural person. Moreover, if the participant is announced as the selected participant, then the declaration provided for in this paragraph, which is automatically published in the system after opening the bids, is simultaneously published in the bulletin along with the declaration of the decision to conclude a contract .[[6]](#footnote-6)

2) price offer approved by him;

3)

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

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

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

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

**5. APPLY PRICE: THE PROPOSAL**

5.1 Recommended price from service cost except include: is transportation , insurance , duties , taxes , etc of payments line expenses and: no can less to be to them from cost price . Recommended price calculation need is be introduced by request

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

a ) Evaluation of the price offers of participants and the comparison are carried out without calculating the amount of tax mentioned in this point .

B) in the case of the purchase of services for the repair of cars, devices and equipment, the participant submits a price offer taking into account this defined by invitation the sum of the unit maximum prices for each type of service   
, bearing in mind that payments for the services provided within the framework of the concluded contract are carried out according to the following formula:

SG is the amount paid for the provision of certain types of services defined by the contract.

MG is the aggregate price offered by the selected participant.

NG is the sum of the maximum unit prices set for the provision of the service.

PS is the price of the maximum unit of service provided

Q is the quantity of service provided.

The participant's application is not subject to rejection if:

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

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

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

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

E. The amounts in the bid value and value added tax columns are filled in with both numbers and letters and they match, and the amount in letters in the total price column has extra words filled in, resulting in a number that doesn't exist. Moreover, in the case mentioned in this paragraph, the evaluation committee, when evaluating the application, takes as a basis the sum of the sums filled in with letters in the value and value added tax columns.

Z. In the price offer columns, the pennies are indicated by numbers in the amounts filled with letters.

5. 3 If the price of the contract to be concluded is stable, then the price offer is presented as a single number with the total price offered for the execution of the contract. Moreover, the participant may not be required to submit justifications for the price offer or any other type of information or documents, and the amount of the participant's profit may not be limited by the invitation.

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

**AND: THEM WITH: TO PICK UP THE PROCEDURE**

6.1: 31 of the Law of the article according to the application valid is until To the law appropriate of the contract sealing , participant​ by of the application with taking , application rejection or this procedure non-existent to be announced.

6.2 Article 31 of the Law of the article according to: the participant , until hereby in point 4.2 of part 1 of the invitation specified : applications presentation the deadline can is modify or with to take her the application.

**7. APPLY SECURITY**

7.1 Participant with the application : herewith by invitation submit in the prescribed manner is of the application provide​

Application: provision is introduced is banking of guarantee (appendix 3) or cash of money in the form of which size equal is of the purchase price five percent . If: to participate price the offer exceed is of purchase price then​ of the application provision size equal is price offer five percent . And in which if the participant of the application provision presented is hereby with a point defined from size more then​ the application considered is of invitation requirements satisfying and: subject to not of rejection

Cash: of money form presented of the application provision need is be transferred Central in the treasury authorized of the body by name opened " 900008000466 " Treasury at the expense of which subject to is return it presented by to the participant - except hereby 1 of the invitation with clause 7.3 of the part planned of cases . And in which of the application provision being returned is the contract to be sealed on the day next five working of the day during​ Purchase the procedure non-existent to be announced case of the application provision being returned is of inactivity the term upon completion next five working of the day during if​ of purchase of the procedure the results appealed are not Complain availability case of the application provision being returned is of purchase the procedure non-existent to announce about appraiser of the commission the decision unchanged to leave about of court final judicial the act legal strength in to enter on the day next five working of the day during​

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

a. the participant application present is from one more portions for , then of the application provision can is submit how each dose for separately , so email one of the application provides : all portions for : One of the application provide to be presented in case of that the amount is calculated is presented portions purchase prices and price suggestions of purchase the prices to surpass in case price of proposals of the total in relation to account taking 32nd of the order to point 1 of sub-item paragraph " e " . requirements ,

b. Participant deprived is contract to seal from law any dose in part , then of the application provision paid is only that dose towards calculated provision in size 9:00[[7]](#footnote-7)

7.3 Participant payment is of the application providing if​ he :

1) be announced is selected participant , however give up or deprived is contract to seal from the law .

2) violate is of purchase process in the frame undertaken obligation which​ lead to is to the process given Participant​ further participation termination .

If: to participate shopping to participate right the application-statement about having is qualified is as to reality non-compliant or participant with this invitation defined in order and: within the deadlines no present by invitation planned documents (including those subject to correction) or selected the participant no present qualification or of the contract provide or if the procedure is organized in accordance with and as a result of the regulation provided for in Article 15, Part 6 of the RA Law on Procurement agreement to seal purpose the contract sealed the person defined within the deadline unilateral approved statement : suffering ( hereinafter: also suffering ) form presented of the contract and ( or ) qualification provision no replacement banking with warranty or cash with money , then that the circumstance considered is as of purchase process in the frame to participate undertaken obligation violation​

7.4 Application safe​ need is valid be the application to be presented from the date counting 90 ( ninety ) working day​

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

7 . 6 participants the application subject to is rejection if : in it absent is of the application providing , or if it presented is of invitation requirements inconsistent .

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

**SUMMARY OF RESULTS**

8.1 Applications the opening will be held at the commission's bid opening session herewith​ of the procedure the statement and: invitation to be published in the newsletter from the date counting " 7 " th of the day at " 11:00 "

Applications at the opening and evaluation session ,

1) of the commission the president ( session: the chairman ) session announcement is opened and: It is stated ­in the purchase order : hereby of the procedure in the frame to buy purchase of services price: one by number expressed as​ also the price offers of the participants who submitted bids, expressed in a single number, based on what is written in letters .

2) this to point 1 in sub specified documents from being transferred to the president (chairman of the session). after the committee evaluation is :

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

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

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

8.2 Applications appreciated are hereby by invitation defined in order

Purchase of the procedure portions quantity seventy five not to exceed case applications assessment is being implemented is to them presentation deadline to expire from the date including ten to five , huh? to surpass in case twenty working of the day during​

enough are appreciated hereby by invitation planned conditions matching bids , opposite case applications appreciated are insufficient and: rejected are​ Moreover , at the opening and evaluation session of bids, the committee rejects the bids in which absent are price suggestions and/or provision of the application or those presented are of invitation requirements inconsistent .

8.3 Selected the participant determined is sufficient​ appreciated applications presented by participants of the number - minimum price offer presented by to my partner preference to give in principle. And in which the commission by selected and: to participants not recognized as such when deciding price evaluation and comparison of proposals is being implemented is without hereby in point 5.2 of part 1 of the invitation specified tax of money calculation​

8.4 If: application inconsistency is place found in letters and: in numbers written of money between , then basis is accepted in letters written the amount. If: offered the prices presented are two or more in currencies , then them compared to are of Armenia Republic in drams of the Central Bank of RA for the given day at the exchange rate .

8. 5 H commission of invitation requirements towards enough appreciated applications presented by from colleagues decision and: announcement is selected not recognized as such to the participants . Recommended minimum of prices of equality case

a . Selected and: not recognized as such to colleagues to decide purpose of the commission in the session participants who submitted equal prices with conduct are simultaneous negotiations if​ at the session present are those participants ( respectively​ authority having representatives ),

b . Opposite case of the commission session suspended is , and one working of the day during of the commission the secretary presenting equal prices participants electronically simultaneously notification is of prices reduction around simultaneous of negotiations driving conditions, duration, day , time and: wild about​

c . The negotiations conduct are no sooner than​ the notification to be sent on the day next from the date the second and no later than the fifth working the day

d . Each partner : data​ at the moment presented by price the offer published is the other part​ for , and until of negotiations for planned deadline completion of the participant can is review her price the offer

e . Negotiations for defined deadline to expire at the moment , according to the participants present presented by prices are determined and: announced are selected and: such unrecognized participants : If: of negotiations as a result participants presented by the prices staying are equal to purchase the procedure 37 of the Law 1 of the article to part 1 point based on on announced is non- existent

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

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

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

8 .8 If during the bid opening and evaluation session implemented evaluation result ­in the participant's application recorded are inconsistencies: of invitation requirements towards​ then the committee one working by day suspension is the session , what? of the commission the secretary the same the day of it informs about electronically is my partner suggesting until suspension period the end to fix inconsistency .

The notification sent to the participant describes in detail all the discrepancies found during the bidding process .

8.9 If: hereby 8.8 of the invitation with a point defined the participant in the term correction is recorded the discrepancy then the latter the application appreciated is enough​ Opposite in the case of a given participant the application appreciated is insufficient and: rejected and the next ranked participant is recognized as the selected participant.

8.10 Commission member or the secretary no can to participate of the commission to the works , if it becomes clear during the activity of the committee is that​ the latter by established or having a share​​ the organization , or their close by kinship or with in-laws connected the person ( parent , spouse , child , brother , sister , grandmother, grandfather, grandson, how also husband parent , child , brother, sister, grandmother, grandfather, grandson ) or that person by established or having a share​​ the organization hereby to the procedure to participate for presented is application​ If: available is hereby with a point planned the condition then of this procedure in relation to interests clash having of the commission member or secretary immediately self-rejection 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 . At the same time, the minutes of the committee session describe in detail the inconsistencies recorded as a result of the evaluation of the applications and the reasons for rejecting the applications caused by them. The protocol signing are of the commission at the session present the members.

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

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

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

8.1 3: 6 of the Law 1 of the article part 6​ with a point planned the foundations in: application to come case of the client to lead reasoned decision based on on authorized the body to the participant include: is shopping to the process to participate right without participants in the list. The authorized body publishes the reasoned decision of the head of the client in the bulletin.

And in which  hereby at the point specified the decision of the client the leader makes is of purchase the procedure non-existent to be announced or sealed of the contract regarding the statement to publish or the contract unilateral to solve about to publish the announcement​ on the day next on the tenth day The decision to be held next the day it is provided in writing is authorized to the body and: to the participant . Authorized the body to the participant include: is shopping to the process to participate right without participants in the list the decision to receive next fortieth on the day next fifth the day and the decision to receive next fortieth of the day as of to participate by decision appeal regarding initiated and: unfinished judicial to work availability in the given case judicial in case final judicial the act strength in to enter on the day next fifth day if​ judicial exam with the result decision performance the opportunity no disappeared.

Or :

* authorized under this clause what is the body ? the decision to be presented deadline to expire of the day as of the participant or the contract sealed the person to pay is the amount of the bid, contract and/or qualification security, then the customer does not submit the reasoned decision to include the given participant in the list to the authorized body;
* The payment of the bid, contract and/or qualification security amount by the participant or the person who signed the contract was made by an authorized what is the body ? the decision to be presented deadline upon expiry then , but no later than​ authorized of the body by to the participant in the list to include for defined forty days period Expiration , huh? the decision to receive next fortieth of the day as of to participate by decision appeal regarding initiated and: unfinished judicial to work availability in case no later than​ given judicial in case final judicial the act strength in entering then​ the customer of it about in writing informs is authorized body of which based on on the participant no be included in the list .

Moreover, if to participate shopping to participate right the application-statement about having is qualified is as to reality non-compliant or participant with this invitation defined in order and: within the deadlines no present by invitation planned documents (including those subject to correction) or selected the participant no present qualification or of the contract provide or if the procedure is organized in accordance with and as a result of the regulation provided for in Article 15, Part 6 of the RA Law on Procurement agreement to seal purpose the contract sealed the person defined within the deadline unilateral approved statement : suffering ( hereinafter: also suffering ) form presented of the contract and ( or ) qualification provision no replacement banking guarantee o v or cash with money , then that the circumstance considered is as of purchase process in the frame to participate undertaken obligation violation​

8.1 4: And the participant ? If the application is included in the lists provided for by the 5th and 6th parts of the Article 6, Part 1 of the Law, after the date of submitting the application, then this application is not subject to rejection .

8.1 5: Present 1 of the invitation in clause 8.8 of the part specified documents the participant defined within the deadline delivered ­to the meeting to the secretary to whom ? is the latter, here by invitation planned electronic to the post office to send through​ The secretary must is the documents to receive the day confirm to them to receive circumstance: hereby in the invitation specified her electronic from the post office to participate electronic to the post office certification to send through​

8.1 6: The participants and: them representatives can are to attend the committee at the sessions. Participants or them representatives can are demand of the commission sessions protocols copies which​ provided are one calendar of the day during.

8.1 7: of the commission and ( or ) the customer by electronic notifications being sent are by sending to the e-mail specified in the participant's application, and to participate by his​ application specified electronic from the post office hereby in the invitation mentioned : commission of the secretary electronic to the post office by sending.

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

8 . 1 8: Applications assessment and: the decision of the selected participant is being implemented is according to separately of portions .[[8]](#footnote-8)

8.1 9 In the event that the selected participant does not sign the contract (refuses) or is deprived of the right to conclude a contract, the selected participant is recognized as the selected participant by the decision of the commission, using the procedure defined in points 8.12 to 8.18 of part 1 of this invitation .

8:20 p.m Participant n himself presented requirements compliance justification purpose can is submit extra other documents , information and: materials.

Committee H can is to check my partner presented by data authentication using​ official from sources received data or of it about receiving competent bodies in writing the conclusion . Similar request to be sent case appropriate State and: local self-governance bodies the request to receive on the day next two working of the day during providing are in writing conclusion : If: my partner presented by data of authenticity check as a result the data qualify are to reality if not ­relevant , then the application of the given participant is rejected.

8 . 2 1: Present 1 of the invitation of part 8.20 of application may be invited to the committee for this purpose emergency session.

8. 2 2: Before concluding the contract, the client publishes an announcement in the newsletter about the decision to conclude the contract no later than on the first working day following the adoption of the decision on the selected participant. The decision to conclude a contract contains summary information about the evaluation of bids and the reasons justifying the choice of the selected participant and a statement about the period of inactivity.

8:23​ Inactivity period contract to seal about decision statement publication on the day next of the day and the provider by the contract to seal jurisdiction occurrence of the day between fallen period is.

Inactivity period hereby of the procedure in case "10" calendar day is​ Inactivity period applicable .

- not if​ only one participant submitted an application *,* whose with being sealed is contract​

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

Client: the contract sealing is , if hereby with a point planned of inactivity within the deadline any partner​ no appeal contract to seal about the decision. Until of inactivity period expiration or without contract to seal or to declare the purchase procedure invalid statement publication sealed​​ the contract to: nothing is.

**9 . CONTRACT THE SEAL**

9 .1 Agreement being sealed is of the commission decision based on on the employer​ by The contract being sealed is in writing - one document to make through

9.2 Herein 1 of the invitation part 8 . 2 3: with a point defined of inactivity period to expire next fourth working the day p​ notification is selected presenting to the participant contract to seal the offer and: of the contract the project And in which the contract can is to be sealed no sooner than​ hereby 1 of the invitation 8.23 of part with a point defined of inactivity period to expire on the day next fourth working the day

9.3 : Selected to my partner contract to seal the offer and: to be sealed of the contract the project of the commission the secretary providing is electronic method​

9 . 4 If: selected the participant contract to seal about the notification and: of the contract the project from getting then : 10 of this invitation . within the period provided for in point 1 , and with the draft of the contract to be concluded if advance payment is planned, not within 10 working days signing the contract and to the provider submit qualification and contract guarantees , and in the event that the contract to be signed stipulates an advance payment and the chosen participant accepts that condition, also the advance payment guarantee,then he is deprived of the right to sign the contract.

And in which the contract draft approved by the selected participant is submitted to the customer in writing and the written submission is recorded in the customer's document circulation system. The contract draft is approved by the head of the client within two working days following the occurrence of this authority and: to approval next working the day companion in writing provided is selected to the participant.

9.5 Until hereby 9 of the 1st part of the invitation . with 4 points planned period the end , sides with consent , can are of the contract design performed changes , however them they are not can lead to of purchase subject characteristics to change , advance payment amount or selected to participate suggested price to the increase.

**10. QUALIFICATION AND CONTRACT INSURANCE​​**

10. 1 Qualification and: p​ provides​ to present demand based on on , it to receive after the date 5 working days during , selected the participant must is submit qualification and: of the contract provides​​ If the security is presented in the form of a bank guarantee, the period provided for in this point is set at 10 working days. Selected to participate with contract being sealed is , if the latter present is qualification and provisions [[9]](#footnote-9)of the contract ( advance payment ) .

10.2: Qualification: provision size equal is of the purchase price of the services to be purchased within the scope of this procedure fifteen percent . Qualification: provision is introduced is is of suffering ( appendix 4 : 2) or cash of money , or of banks by provided guarantees in the form of : Including the provision need is valid be at least until of the contract performance the result from the customer by complete to be accepted including the 20th [[10]](#footnote-10)working day after

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

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

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

Qualifying in the form of a guarantee shall be provided by the selected participant in accordance with Annex 4 or Annex 4.1.[[11]](#footnote-11)

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

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

10.3. of the contract provision size make up is of purchase 10 percent of the price . If the purchase price of the services provided for in the draft contract is less than the price of the contract to be concluded, then the amount of the contract security is calculated in relation to the contract price. The security of the contract is presented in the form of a bank draft (appendix 5) or cash.[[12]](#footnote-12)

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

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

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

10.4 If the procurement procedure is organized on the basis of part 6 of Article 15 of the Law and no funds are provided at the time of the emergence of the right to conclude the contract, then the qualification and contract guarantees are presented in the form of a unilaterally approved declaration - damages or cash. If at the time of the emergence of the right to conclude the contract, the planned financial resources exceed 25 mln. AMD, but financial resources are required for the full execution of the contract, then the contract and qualification guarantees, in terms of allocated financial resources, are presented in the form of a bank guarantee or cash, and in terms of required financial resources, in the form of a unilaterally approved declaration of damages or cash.

10.5 To the contractor under the contract by advance payment to be allocated condition to be planned case selected the participant to the provider is also represents an advance payment provision of advance payment in the amount of bank guarantee form ov (appendix: 5 : 2).

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

submits the request for payment of the contract and qualification security to the bank, and in the case of security provided in the form of cash, to the Ministry of Finance of the RA , in writing within five working days following the date of the security payment . If the request for payment of security is rejected by the bank or the Ministry of Finance of the Republic of Armenia on the basis of incomplete submission of the request or the documents attached to it, the head of the client submits a new request in writing within two working days following the receipt of the rejection.

10.8 The head of the client informs in writing about the return of the contract or qualification assurance :

- in the case of security presented in the form of cash, to the Ministry of Finance of the RA, within five working days following the day when the basis for returning the security arises , attaching a copy of the document submitted with the application justifying the payment;

- in the case of security presented in the form of a bank guarantee, to the bank that issued the guarantee, within five working days following the day when the basis for returning the security arises .

- in the case of security presented in the form of damages, to the participant who presented it, within five working days following the day on which the basis for returning the security arises .

**11. PROCEDURE NOT ESTABLISHED DECLARE**

11. Article 37 of 1 Law of the article according to the commission hereby the procedure non-existent is declaring if :​

1) from applications no one no match of invitation to the conditions .

2) pause is exist to have of purchase the requirement At the same time, father or communities needs for organized of purchase the procedure can is completely or partial non-existent be announced respectively of Armenia Republic of the government or community Council of Elders , other customers in case - general management executor authorized of the body the leader , and foundations case trustees council decision based on on​[[13]](#footnote-13)

3) no don't application no submitted .

4) contract no being sealed.

Similar to 11.2 C the procedure non-existent to be announced next working of the day during this period , the employer publishes an announcement in the newsletter , in which noted is of purchase the procedure non-existent to be announced the justification.

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

**A PARTICIPANT TO APPEAL DECISIONS MADE**

**LAW AND ORDER**

12 . 1 each interested person right has to appeal of the customer , appraiser of the commission actions ( inaction ) and the decisions of Armenia Republic civilian of trial by the Code ( hereinafter: Code ) defined in order

Each who? right has By the Code defined in order until applications presentation deadline to appeal of purchase subject characteristics or of invitation the requirements

12 . 2. Herein of the procedure with connected the relationship administrative relationship are not , and them being regulated are of Armenia Republic civil law the relationship regulator by legislation .

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

12 . 4. Herein by invitation defined of inactivity period of the customer , appraiser of the commission of actions ( inaction ) and decisions appeal claimant of antiquity term: except​​ 6 of the Law Article 2​ in part planned decisions appeal and: the contract unilateral to solve with connected disputes , which case claimant of antiquity period thirty calendar day is​

12 . 5 . Present of the procedure with connected disputes being examined and: being resolved are Yerevan of the city first of the court general jurisdiction in court the claim proceedings from accepting after thirty of the day during​ of the court reasoned by decision hereby in part planned period can is be extended one times until​ ten calendar by day

12.6. The court the claim proceedings to accept the question solution is it from submission after three days within the deadline .

12.7. The application proceedings to accept with at the same time the court makes is decision: from the respondent given of purchase process with connected of the respondent of possession under situated all the evidence to demand about​

12.8. Evidence to demand regarding the decision is happening is of the respondent by the decision from getting after five days within the deadline .

Present with a point planned within the deadline of the respondent by evidence to demand regarding decision requirements not to be fulfilled case the case being examined is in it available of evidence based on on and​ of the plaintiff referred to it the facts which subject to are confirmation of the respondent of possession under situated with evidence , considered are approved​

12 . 9. The court hereby of purchase to the process pertaining to hereby by section planned disputes regarding her in the proceedings examined affairs turns on is one in the proceedings .

12 . 10. Application proceedings to accept about the decision immediately being sent is authorized of the body official electronic of mail to the address Authorized the body hereby with a point planned the decision immediately publication is in the newsletter: noting suspension the day

12 . 11 . of the claim the answer the customer present is the claim proceedings to accept about the decision from getting after five days within the deadline .

 12 . 12 To the case participant persons and: them representatives judicial session of time and: wild like​ also By the Code planned cases separately procedural actions to perform about be notified are electronic of communication through notices and: other documents Article 97 of the Code by article defined in order in the application specified electronic to the post office to send method​

12 . 13 . The court hereby by section planned with disputes affairs examination and: to them regarding judgments and: the decisions makes is in writing according to the procedure , except it cases when​ the court to the case participant person by mediation or her initiative came is conclusion that​ necessary is the case to examine judicial in the session

12 . 14. The case judicial in the session to examine regarding the mediation to the case participant the person can is submit until of the claim answer to present for defined period expiry​

12 . 15. The case judicial in the session to examine about the court makes is decision of the claim answer to present for defined period upon expiry after three days within the deadline .

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

12 . 17 . Disputed of actions ( inaction ) and decisions at the base fallen circumstances like​ also given performance of actions ( inaction ). and: decision acceptance by law , otherwise legal by acts defined order saved to be the facts to prove duty wearing is the respondent

12 . 18 . Respondent: contested of actions ( inaction ) and decisions legality grounding evidence can is submit only the evidence to demand decision performance during , except it cases when​ justification is of proof presentation the impossibility from himself independently for reasons .

12 . 19. To the client and: appraiser of the commission of actions ( inaction ) and decisions ( except 6 of the Law Article 2​ in part planned appeal of decisions automatically suspension is of purchase the process is as follows 12 of the invitation . with 10 points planned the decision to be published from the date until dispute exam with results first of the court of court established final judicial the act strength in to enter the day

12 . 20 . It in cases when public​ or protection and: national safety interests based on , necessary is to continue of purchase the process , the court 2 of the Law 1 of the article in part defined bodies leaders , and? legal persons case executive of the body to lead in writing mediation based on on makes is of purchase process suspension to eliminate about decision​ The court hereby with a point planned the decision of it establishment the day immediately sending is authorized of the body official electronic of mail to the address Authorized the body that the decision immediately publication is in the newsletter .

 12 . 21 . To the client and: appraiser of the commission of actions ( inaction ) and decisions appeal with connected with disputes of court final judicial the act strength in is enter publication since​

12.22 : To the client and: appraiser of the commission of actions ( inaction ) and decisions appeal with connected with disputes of court judgment final part or other final judicial the act of it publication the day being sent is authorized of the body official electronic of mail to the address Authorized the body of court judgment final part or other final judicial the act immediately publication is in the newsletter .

12 . 23 . Appeal for chargeable State of duties rates defined are " State toll about " by law.

Executive: of the body name:

Executive: of the body name: : Feric community hall

Address: RA: Armavir Region: c . Feric ,

Bank: RA: Finnish​ first​ operational department

H / H 900322240020

AVC: 04701723

of the community boss: Rustam Hasanyan

Leading specialist Hrachya Khachatryan + 374 /94/ 767494

Email​ mail ferik@mail.ru:

**PART II:**

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

**RATING QUESTIONNAIRE M R C U Y T I Q: A: Y: T: A: P: A: T: R: A: S: T: E: L: And:**

**GENERAL: PROVISIONS:**

1.1 Herein the instruction purpose: has assist participants​ the application while preparing.

1.2 Expediency in case m partner required information can is submit hereby by instruction offered of forms different - different in ways by keeping required valid conditions.

1.3 Applications , from Armenian besides , you can are presented also english or in Russian.

**CURRENT THE APPLICATION**

To participate in the procedure, the participant here 2nd of the invitation part 3​ by section defined submits an application in order . The relevant documents (information) provided by this invitation are attached to the application .

Participant by application present is her by confirmed :

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

2.2 Agency of the contract a copy and: of it side being person data if​ the contract to be carried out is agency through​

2.3 joint activity the contract if participants of purchase to the procedure participates are together activity in order ( consortium ).[[14]](#footnote-14)

2.4:[[15]](#footnote-15)

2.5 price offer : agree Appendix N 2 . The price offer is submitted is cost, (sum of cost and projected profit) and added value tax general of the ingredients consisting of of calculation form. A value components calculation : gap or other details they are not required and: is introduced .

**THE APPLICATION TO PREPARE THE PROCEDURE**

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

Participant​ the proposals , to them pertaining to documents put are envelope in which​ gluing is it the presenter Envelope included documents are being prepared are from the original /except for documents provided or approved by a 3rd party, in which case a photocopied version of the original is submitted/ and 2 copies from copies . of documents of packages on respectively being written are the words " original " and " copy " . In the application inclusive original documents instead of can are presented to them notarial in order authenticated examples.

The envelope and: hereby by invitation intended for : participant composed the documents signing is them representative the person or the latter authorized the person ( hereinafter : agent ). If: the application present is agent then​ by application is introduced is the latter that authority reserved to be about document​

3.2 Herein in clause 3.1 of the instruction specified envelope on the application to make in language noted are :

1) to the employer name: and: of the application presentation place ( address ).

2) of the procedure code .

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

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

3.3 Herein points 3.1 and 3.2 of the instruction requirements non-compliant applications the committee applications opening in the session refusal is and: by identity return to the presenter .

**Appendix N 1**

" **АМ Ф H- Х -ГХСДБ-24/02** " **\* with code**

**request for quotation of invitation**

**APPLICATION STATEMENT\***

###### To participate in a quote request

reports is that​ wish has to participate

to participate name:

Armavir marz, RA Ferik of the municipality by " AMFH-KH-GHTSDB-24/ 02 " declared in code

request for quotation portion ( portions ) and of invitation

dose ( s ) number

according to requirements present is application

the​ reports and: certification is that it is

to participate name:

resident.

country name

of​

to participate name:

* The taxpayer's registration number is : .

taxpayer registration number

* electronic of mail the address is : .

e-mail address

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

Business Address:

* the phone number is -------------------------------------------------------------- --​

Phone number

Hereby declares and certifies that :

Participant name

1. and its affiliated persons

Participant name

meet the requirements of the right to participate specified in the invitation to the request for quotation with the code "АМФХ-ХГЦСДБ-24/ 02 "\* and is committed to the chosen one

Participant name

in case of being recognized as a participant, in the manner and within the time limit specified by the invitation, submit qualification assurance

2 ) within the scope of participating in the quotation survey with the code " AM F H- X -GHTSDB-24/02 " \* :

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

to participate name:

affiliates and/or of

to participate name:

founded by or more than fifty percent to

to participate name:

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

S also represents of on the real beneficiaries

to participate name:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ To participate name: ( of the leader position , name​ a pronoun ) signature )

K.​ T.​

*If 2 of part 1 of this invitation is applied . 2nd of 4 points in a sentence planned setting , then << committed selected participant to be recognized in case , by invitation defined in order and: within the term , to present the assurance of qualification.>> words are replaced by the words <<as of the date of opening the bids, has a creditworthiness rating awarded by international reputable organizations (Fitch, Moodys,* [*Standard & Poor's*](https://ru.wikipedia.org/wiki/Standard_%26_Poor%E2%80%99s) *) at least equal to the sovereign rating awarded to the Republic of Armenia.>>. At the same time, the size of the rating is also indicated*

**Appendix N 1.1\***

\***​**​**​ with code**

**request for quotation of invitation**

**FORM**

STATEMENT OF ACTUAL BENEFICIARIES

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

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

* 1. *The person submitting the declaration*

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

* 1. *Presentation of the statement*

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

**Shares** **listing data**

* 1. *Stock listing data*

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

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

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

* 1. *Level of control*

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

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

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

* 1. *Participation of an international organization*

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

**Beneficiary details**

* 1. *Personal identification data*

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

* 1. *Identity document*

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

* 1. *Personal registration address*

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

* 1. *The person's residential address*

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

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

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

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

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

* 1. *Information on Beneficial Beneficiary Status*

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

* 1. *Beneficiary contact details*

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

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

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

* 1. *Beneficiary details*

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

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

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

1. **Additional notes**

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

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

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

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

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

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

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

B.​ In point " **b "** of this subsection , it is noted if a person has the right to appoint or remove the majority of the members of the management bodies of the legal entity;

C.​ In point " **c "** of this subsection , it is noted if the person received a benefit from the Organization for free in the year preceding the reporting year in the amount of at least 15 percent of the profit received by the given legal entity;

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

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

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

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

*\* to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

*\*\* Appendix 1.1 is not submitted by the participant if the latter is a resident of RA, as well as if the participant is an individual entrepreneur or a natural person.*

**Appendix 2**

" **AMFH-KH-GHTSDB-24/02** " **\* with code**

**request for quotation of invitation**

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

Examining **AMFH-KH-GHTSDB-24/02** the invitation to request a quotation with code, including the draft of the contract to be concluded , offers

Participant name

perform the contract at the general prices mentioned below.

AMD: AMD

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **measure**  **section numbers** | **Service Name:** | **Value**  (sum of cost and projected profit)  **/in letters and numbers/** | **VAT\*\***  **/in letters and numbers/** | **Total price:**  **/in letters and numbers/** |
| **1:** | **2:** | **3:** | **4:** | **5=3+4** |
| **1:** |  |  |  |  |
|  |  |  |  |  |

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

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

K. T.

*\* to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

*\*\* if the participant added value tax payer is , then given of the contract line of Armenia Republic State budget to be paid added value tax the amount noted is the 4th in the column.*

**Appendix 4**

" **АМ Ф H- Х -ГХСДБ-24/02** " **\* with code**

**request for quotation of invitation**

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

**(provision of qualification)**

**1. This warranty (hereinafter referred to as warranty) is of Ferik of Armavir region of RA by the municipality (hereafter the beneficiary) AMFH-KH-GHTZDB-24/02**  **organized by code****as a result of the purchase procedure**

the name of the selected participant

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

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

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

the name of the guaranteeing bank

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

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made by transfer to the beneficiary's account number 900325165109 .**

the account number

3. This warranty is irrevocable.

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

5. The guarantee is effective from the moment of issue and is valid between the beneficiary and the principal N **АМФХ-Х-ГХСДЗБ-24/02**

number of the contract to be concluded

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

provided for in the contract to be concluded

the service deadline inclusive. On the day of issuing the guarantee, the guarantor also sends a printed version of this guarantee from his official e-mail address to the secretary of the evaluation committee mentioned in the invitation to the purchase procedure organized by the code specified in point 1 of this guarantee.

-araqsfinans@mail.ru:

secretary's e-mail mailing address

to the e-mail address.

1. The beneficiary submits the claim to the guarantor in writing.

The following documents are submitted with the request:

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

number of the contract to be concluded

copies of the amendments, additional agreements;

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

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

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

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

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

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

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

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

Executive body head

month, date, year

**Appendix 4.2**

АМФХ-Х-ГХСЗБ-24/02 **with code**

**request for quotation of invitation**

**TORT AGREEMENT**

**(provision of qualification)**

C> Feric " » 20 years

, represented by the Director of the Company

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

1. **Subject of consent**

* 1. The company participates on behalf of the Ferik Municipality Administration of Armavir Marz, RA \* (hereinafter referred to as the Client). organized by: АМ Ф Х- Х -ГХСДБ-24/02 to the code purchase procedure.

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

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

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

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

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

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

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

1.4 In case of non-performance or improper performance of the contract concluded by the Company as a result of the purchase procedure, if it leads to unilateral termination of the contract by the Customer, the Customer submits this indemnity agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing. This Indemnification Agreement and attached Claim electronic digital with a signature approved to be case them Payer: To the bank are is introduced electronic with carriers like also of them out of print paper with options .

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

any responsibility for the Company's risks (damages suffered by the Company) and negative consequences arising from the payment of the amount specified in the Order by the Paying Bank . The Bank is not obliged to verify the facts of the violation of the terms of the contract by the Company.

1.7 In the event that the Company's account funds are insufficient : Payer: the bank payment demand letter from getting then: 2 ( two ) working days of the day during need is inform To the customer: in writing in the form of

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

1. **Other terms:**

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

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

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

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

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

1. **Company address, bank credentials:**

company name

company address

the name of the bank serving the company

K.T

Day/month/year

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

|  |  |
| --- | --- |
| **PAYMENT: REQUIREMENT\*** | |
| 2 . Number: | |
| 3 . Presentation: date : "\_\_\_ " \_\_\_ 20\_\_\_ | |
| 4 . Payer's name , or first and last name (Company : | |
| 5 . Financial organization serving the payer ( bank) . | |
| 6 . Payer: account number : | |
| 7 . Payer: AVC : | |
| 8 . Payer: PSC : | |
| 9 . Beneficiary 's name or name : Araks Municipality of Armavir Marz, RA | |
| 10. Beneficiary PSC ( cannot be filled in ) | |
| 11 . Beneficiary AVC 0470123 | |
| 1 2. Beneficiary's name servicing financial organization (bank) : RA fin. First, GV | |
| 1 3. Beneficiary account the number ( hs.N ) 900322 2400200 | |
| 1 4 .The amount ( in numbers and: in words ) . | |
| 15. Accepted amount: (in figures and: in words) ( intended for partial acceptance of the specified amount, which is not applied ) | |
| 16. Currency ( in words : and: with code ): AMD, AMD | |
| 1 7. Purpose of the transaction ( payment ) : *( for qualification assurance )* | |
| 1 8 . Grounds for making the payment: ( Name of the documents , including the damages agreement, to them the numbers p​ the code on the basis of which the charge is made ) . АМАХ-ХА-ГХСЗБ-23/73 | |
| АМ Ф Х- Х -ГХСДБ-24/02 | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages: --- page: | |
| 22 . a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22 .b.  K.T. | 2 1. a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1.b. K.T. |
| 2 4 .a. Beneficiary financial institution    /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/    /signature/ | 2 3 .a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  2 4 . c "\_\_\_ " \_\_\_ 20\_\_\_ | 23.b. K.T.    23. c . Implementation date: "\_\_\_" \_\_\_ 20\_\_\_ year. |

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

**Payment: of demand mandatory valid conditions and: filling the guide**

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

**Appendix 5**

**АМФХ-Х-ГХСЗБ-24/02 with code**

**Invitation to Request a Quote**

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

**(contract security)**

**1. This warranty (hereinafter referred to as warranty) is of Ferik of Armavir region of RA of the municipality**

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

**to be signed N** АМФХ-Х-ГХСЗБ-24/02 **of the principal arising from the contract**

number of the contract to be concluded

**ensuring the fulfillment of obligations (hereinafter referred to as guaranteed obligations).**

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

the name of the guaranteeing bank

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

the amount in numbers and letters

**(hereinafter referred to as the guarantee amount) within five working days of receiving the request. Payment is made by transfer to the beneficiary's account number 900325165109 .**

the account number

3. This warranty is irrevocable.

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

5. The guarantee is effective from the moment of issue and is valid between the beneficiary and the principal.

number of the contract to be concluded

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

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

-araqsfinans@mail.ru:

secretary's e-mail mailing address

to the e-mail address.

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

1) N: of the contract, including those made therein

number of the contract to be concluded

copies of amendments, additional agreements;

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

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

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

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

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

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

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

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

Executive body head

month, date, year

*\* to be completed is of the commission of the secretary by : until the invitation in the newsletter publishing.*

**Appendix 5.1**

**With the code "АМФХ-Х-ГХСЗБ-24/02 "\***

**of an invitation to request a quote**

**TORT AGREEMENT**

**(contract security)**

G. Feric " » 20 years

, represented by the Director of the Company

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

1. **Subject of agreement**

1.1 The company participates in Armavir region of RA of Ferik Municipality (hereinafter referred to as the Client) by organized by: АМ Ф Х- Х -ГХСДБ-24/02to the code purchase procedure.

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

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

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

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

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

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

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

1.4 In case of non-fulfillment or improper fulfillment of the contract concluded by the Company as a result of the purchase procedure, the Customer submits this damages agreement and the attached Claim in original form to the Paying Bank , notifying the Company in writing. This Indemnification Agreement and attached Claim electronic digital with a signature approved to be case them Payer: To the bank are is introduced electronic with carriers like also of them out of print paper with options .

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

* 1. any responsibility for risks (damages suffered by the Company) and negative consequences caused by the Company as a result of the payment of the amount specified in the Order by the Paying Bank . The Bank is not obliged to verify the facts of the violation of the terms of the contract by the Company.
  2. In the event that the Company's account funds are not sufficient , Payer: the bank payment demand letter from getting then: 2 ( two ) working days of the day during need is inform To the customer: in writing in the form of
  3. this agreement and the attached statement to the Bank, if the amount is not paid to the Client within ten working days for reasons beyond the Bank's control, the Client shall transfer information about the Company related to the non-payment to "ACRA Credit Reporting" CJSC (Credit Bureau).

**2. Other conditions**

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

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

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

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

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

1. **Company address, bank credentials:**

company name

company address

the name of the bank serving the company

company bank account

the company's taxpayer registration number

name, surname and signature of the director of the company

K.T

Day/month/year

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

|  |  |
| --- | --- |
| **PAYMENT: REQUIREMENT:** | |
| 2 . Number: | |
| 3 . Presentation: date : "\_\_\_ " \_\_\_ 20\_\_\_ | |
| 4 . Payer's name , or first and last name (Company : | |
| 5 . Financial organization serving the payer ( bank) . | |
| 6 . Payer: account number : | |
| 7 . Payer: AVC : | |
| 8 . Payer: PSC : | |
| 9 . Beneficiary 's name or name : Ferik Municipality of Armavir Marz, RA | |
| 10. Beneficiary PSC ( cannot be filled in ) | |
| 11 . Beneficiary АВХА : 0470123 | |
| 1 2. Beneficiary's name servicing financial organization (bank) : RA fin. First. Business Head: | |
| 1 3. Beneficiary account the number ( hs.N ) 900322 240020 | |
| 1 4 .The amount ( in numbers and: in words ) . | |
| 15. Accepted amount: (in figures and: in words) ( intended for partial acceptance of the specified amount, which is not applied ) | |
| 16. Currency ( in words : and: with code ): AMD, AMD | |
| 1 7. Purpose of the transaction ( payment ) : *( for ensuring the fulfillment of the contract )* | |
| 1 8 . Grounds for making the payment: ( Name of the documents , including the damages agreement, to them the numbers p​ the code on the basis of which the charge is made **: АМ** Ф Х **- Х - ГХСЗБ-24/02** | |
| 19. Payment Terms: <accepted payment> | |
| 20. Number of attached pages: --- page: | |
| 22 . a. Beneficiary signatures  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  22 .b.  K.T. | 2 1. a. Signatures of the payer:  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  2 1.b. K.T. |
| 2 4 .a. Beneficiary financial institution    /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/    /signature/ | 2 3 .a. Financial organization serving the payer  /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  /signature/ |
| 24. b. K.T.  2 4 . c "\_\_\_ " \_\_\_ 20\_\_\_ | 23.b. K.T.    23. c . Implementation date: "\_\_\_" \_\_\_ 20\_\_\_ year. |

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

**Payment: of demand mandatory valid conditions and: filling the guide**

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

**Appendix 6**

**With the code "AMFH-KH-GHTZDB-24/02"\***

**of an invitation to request a quote**

FOR THE NEEDS OF THE FERIC COMMUNITY OF ARMAVIR REGION, RA PROJECT-BUDGET DOCUMENT PROCESSING AND COST ESTIMATION CAPACITIES

PURCHASE: AGREEMENT N AMFH-KH-GHTSDB-24/02

c. Feric​ » in 2024

Ferik community administration of Armavir marz , RA representative of Rustam Hasanyan, who in action is of the municipality of the charter based on on ( hereafter Customer ), a by , and ------------------ n , in: face director ------------------------- of which: in action of the -------------------- charter based on on ( hereafter Executor ), the other by , sealed hereby the contract of the following: about .

**1. Subject of the contract**

1.1 The Client assigns, and the Executor undertakes, the obligation to provide design-budget documents development and cost estimation services for the needs of the Ferik community of Armavir region of the Republic of Armenia (hereinafter referred to as the service) in accordance with the Technical Specification set out in Annex No. 1, which is an integral part of this contract (hereinafter referred to as the contract) - purchase schedule requirements.

1.2 The service is provided in accordance with the Technical Specification - purchase schedule defined by Annex No. 1 of the contract and with the specified dates .[[16]](#footnote-16)

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

2.1 The customer has the right to:

2.1.1 To check the progress and quality of the service provided by the Contractor at any time without interfering with the Contractor's activities;

2.1.2 If it has been delivered specified in Annex N 1 of the contract Technical specification - purchase schedule n non-compliant service.

A ) Do not accept the service , his at discretion defining inappropriate quality service to the contract in accordance with the law free of charge replacement reasonable term and require the Executor to pay according to clause 5.2 of the contract planned the fine, as well as the penalty provided for in clause 5.3.[[17]](#footnote-17)

B ) Refuse the contract from performing and: demand for return service paid the amount and require the Executor to pay according to clause 5.2 of the contract planned the fine

2.1.3 Unilateral solve the contract , if the Executor significantly violate is the contract . Contract by executor to violate essential is considered if :

a ) the provided service does not comply with the requirements defined in Annex No. 1 of the contract ,

b ) the term of service provision has been violated .

**2.2 The client is obliged to:**

2.2.1 To discuss and accept the result of the service provided in accordance with the Technical Specification - purchase schedule , and in cases of discovering defects as a result of the service, to immediately notify the Contractor in writing.

2.2.2 In case of acceptance of the result of the service, to pay to the Executor the amounts due for the proper service rendered by the latter, and in case of violation of the payment term, also the penalty provided for in clause 5.5 of the contract.

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

2.3.1 To require the Client to pay for properly rendered service the amounts to be paid, and in case of violation of the payment term specified in clause 4.2 of the contract by the Client, also the penalty provided for in clause 5.5 of the contract.

**2.4 The performer is obliged to:**

*\* filled in by the commission's secretary before publishing the invitation in the newsletter.*

2.4.1 To ensure the proper provision of the service under the conditions specified in Annex No. 1 of the contract, governed by the current legislation.

2.4.2 In the cases provided for in the contract, to pay the penalty and fine provided for in clauses 5.2 and 5.3 of the contract.

2.4.3 In the event of starting a liquidation or bankruptcy process during the process of qualification and ensuring the performance of the contract, notify the Client in advance in writing.

2.4.4 In case of design deviations during the execution of construction works, the Contractor shall pay a fine to the Client in the amount of the loss caused by each recorded deviation. Moreover,

a. A deviation is considered to be the appearance of additional works exceeding ten percent of the original project during construction works, and the amount of the fine is equal to twenty-five percent of the value of the additional works.

b. Design deviations that lead to changes in the actual works (demolition, reconstruction, etc.) and additional works are considered a loss, and the amount of the fine is equal to fifty percent of the cost of the actual works that caused the loss.[[18]](#footnote-18)

**3. SERVICE DELIVERY AND ACCEPTANCE PROCEDURE**

3.1 The provided service is accepted by signing the handover-acceptance protocol between the Client and the Executor. The fact of handing over the service to the Client is recorded by a bilaterally approved document between the Client and the Executor, indicating the date of the document.[[19]](#footnote-19)

Up to and including the day scheduled for the provision of the service under the contract, the Contractor provides the Client with the document signed by him, recording the fact of handing over the service to the Client (appendix N 3.1) and 3 copies of the handover-acceptance protocol (appendix N 3).

3.2 The handover-acceptance protocol is signed if the provided service meets the terms of the contract. Otherwise, the results of the execution of the contract or part of it are not accepted, the handover-acceptance protocol is not signed and the Client:

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

B) applies measures of liability provided for in the contract against the executor.

3.3 Within 5 working days from the day of receiving the handover-acceptance protocol , the client submits to the Contractor one copy of the handover-acceptance protocol signed by him or the reasoned refusal to accept the service.

3.4 If the Client does not accept the provided service or does not refuse its acceptance within the period specified in clause 3.3 of the contract, then the provided service is considered accepted and on the working day following the deadline specified in clause 3.3 of the contract ­, the Client provides the Contractor with the handover-acceptance protocol approved by him.

**4. CONTRACT PRICE**

4.1. The price of the service to be provided by the Contractor under this contract is \_\_\_\_\_\_ (\_\_\_\_ in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) AMD, including VAT.[[20]](#footnote-20)

The price includes all costs incurred by the Contractor, including taxes, duties and other fees defined by RA legislation.

The price for the provision of the service is stable and the Contractor has no right to demand an increase, and the Client has no right to demand a reduction of that price.

4.2 The client pays for the service rendered to him in case of acceptance in accordance with the 3rd section of the contract, cashless in Armenian drams by transferring the funds to the settlement account of the Contractor . The transfer of funds is made on the basis of the handover-acceptance protocol, on the dates specified in the contract payment schedule (appendix N 2), but no later than December 25 of the given year.

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

1. In the case of car, device and equipment repair services, payments for the rendered services are made according to the following formula: ВГ=МГ/НГxЦxК, where:

SG is the amount paid for the provision of certain types of services defined by the contract.

MG is the aggregate price offered by the selected participant.

NG is the sum of the maximum unit prices set for the provision of the service.

Ts is the price of the maximum unit of the provided service.

Q is the quantity of service provided.[[22]](#footnote-22)

**5. LIABILITY OF THE PARTIES**

5.1 The contractor is responsible for the provision of the service in compliance with the requirements of the contract.

5.2 The technical specifications specified in Annex No. 1 of the contract in each case of providing a non-compliant service , the Contractor shall be charged a fine in the amount of 0.5 (zero whole five decimal) percent of the amount stipulated in clause 4.1 of the contract.[[23]](#footnote-23) Moreover, the fine is also calculated in the case of providing the service within the period specified by this contract, but the customer does not accept it.

5.3 In case of violation of the term of service provided by the contract, the Contractor shall be charged a penalty for each delayed working day in the amount of 0.05 (zero full five hundredths) percent of the price of the service to be provided, but not provided.

5.4 The fine and penalty provided for in clauses 5.2 and 5.3 of the Agreement are calculated and offset against the amounts payable to the Contractor as a result of providing the service.

5.5 In case of violation by the client of the term stipulated in clause 4.2 of the contract, a penalty is calculated for each delayed working day in the amount of 0.05 (zero whole five hundredths) percent of the amount payable, but not paid within the specified period.[[24]](#footnote-24)

5.6 In cases not provided for by the contract, the parties are liable for failure to fulfill or improper fulfillment of their obligations in accordance with the procedure established by RA legislation.

5.7 The payment of fines and/or fines does not release the Parties from fully and properly fulfilling their contractual obligations in accordance with the requirements set forth in the contract.

**6, IMPACT OF INVINCIBLE POWER** **( FORCE MAJEURE )​**

Present by contract and: hereby of the contract based on on signed h agreements obligations completely or partially to fail for sides getting rid of are from responsibility if that was is insurmountable strength impact as a result of which arise is hereby the contract from sealing then , and which sides were not can predict or to prevent Such situations are earthquake , flood , fire , war , military and: emergency situation announcing , political agitations , strikes , communication funds of work termination , state bodies the acts and: etc. which​ impossible are makes hereby by contract obligations performance. If: emergency strength effect continues in 3 ( three ) months more then​ from the sides each one right has solve the contract that about in advance aware keeping the other side .

**7. OTHER TERMS**

7.1 P term strength in is enter parties signing from and valid until by agreement of the parties undertaken obligations alive in volume performance .

A condition for fulfilling the rights and obligations of the parties provided for in the contract is that the contract is registered by the Ministry of Finance of the Republic of Armenia.[[25]](#footnote-25)

7.2 P from the dictionary originated side paid obligation no can to stop other from the contract originated from against obligation with account , without parties in writing and: with a seal approved of agreement . From the contract originated demand the right no can be transferred other person without​ debtor side in writing of agreement .

7.3 In the event that as a result of monitoring or control over the fulfillment of the requirements of the law or investigation of complaints, it is recorded that during the purchase process, before the conclusion of the contract, the Contractor submitted false documents (information and data), or the decision to recognize the latter as a selected participant does not comply According to the legislation of the Republic of Armenia, after these grounds appear, the Client unilaterally terminates the contract, if the recorded violations, if known before the conclusion of the contract, would have been grounds for not signing the contract according to the legislation of the Republic of Armenia on procurement. At the same time, the Client does not bear the risk of damages or missed benefits for the Contractor as a result of unilateral termination of the contract, and the latter is obliged to compensate the damages suffered by the Client due to his own fault to the extent of which the contract was terminated.

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

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

It is forbidden to make such changes in the contract, and if the price of the contract is a factor, also in the agreement signed in each subsequent year attached to the contract, which lead to the volume of the purchased service or the unit price of the purchased service. or artificially changing the price of the contract.

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

7.6 If the contract is implemented by signing an agency contract

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

2) in case of change of the agent during the performance of the contract, the Executor notifies the Client in writing, providing a copy of the agency contract and the data of the person who is a party to it, within five working days from the date of the change.[[26]](#footnote-26)

7.7 If the contract is implemented by signing a joint activity (consortium) contract, the participants of that contract bear joint and several liability. Moreover, in case of withdrawal of the consortium member from the consortium, the contract is unilaterally terminated and the measures of liability provided for in the contract are applied to the consortium members.[[27]](#footnote-27)

7.8 The period of service provision may be extended until the expiry of the period stipulated in the contract, in case of a written proposal of the Contractor, provided that the requirement for the provision of the service for the Client has not disappeared, and the written proposal of the Contractor was submitted no later than at least 7 calendar days after the expiry of the period originally set for the provision of services by the contract. day before. Moreover, in the case defined by this point, the term of service provision can be extended once by up to 30 calendar days, but not more than the term defined by the contract.

7.9 In the conditions of proper execution of the contract, the benefits (savings) or losses suffered by the parties (Performer or Client) are the benefits or losses suffered by the given party.

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

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

7.11 ­The Employer shall publish the notice of full or partial unilateral termination of the contract based on non-fulfillment or improper fulfillment of the obligations assumed by the contractor in the "Notices of Unilateral Termination of Contracts" section of the website operating at www.procurement.am, indicating the date of publication. The executor, regarding the unilateral termination of the contract, is considered to have been properly notified on the day following the publication of the notice specified in this clause. On the day of publication in the newsletter, the Customer also sends the notice of full or partial unilateral termination of the contract to the Contractor's e-mail.

7.12 Arising in connection with this Agreement disputes being resolved are of negotiations through Agreement hand not to bring case disputes being resolved are in judicial order .

7.13 Herein the contract made up is From **\_\_\_\_** page , sealed is two from example , which have equal legal strength . Present annexes N 1, N 2, N 3 and N 3.1 of the contract is are of the contract inseparable part , each to the side given of the contract one for example .

7.14 Herein of the contract towards applies is of the Republic of Armenia the right .

7.15 The provision of services provided for in the contract is carried out through the availability of financial resources for this purpose and the conclusion of an appropriate agreement between the parties based on it. The contract is terminated if, within six months following the date of its conclusion, financial means are not provided for the performance of the contract for this purpose. At the same time, the calculation of the six-month period given by this clause for the provision of financial resources for concluding each subsequent agreement begins from the date of acceptance by the customer of the result of the service provided in the previous agreement in full. If the amount of financial resources allocated for the performance of the contract exceeds twenty-five times the base unit of purchases, then an agreement will be signed by the Client, if the qualification and contract guarantees presented by the Contractor in the form of damages are replaced by a guarantee or cash, taking into account the Government of the Republic of Armenia N 526 of May 4, 2017 The requirements of paragraph 32, sub-point 1, sub-point "c" and sub-point 17, paragraphs "b" of Annex N 1 of Decision N. Moreover, the Executor concludes the agreement, and in case of replacement of the qualifications and provisions of the contract presented in the form of damages, also submits the new provisions to the Client within fifteen working days from the date of receiving the notice of conclusion of the agreement. Otherwise, the contract is unilaterally terminated by the Client.[[28]](#footnote-28)

*Necessary incense case in the contract can are be included RA: to legislation non-contradictory provisions .*

**OF THE PARTIES ADDRESSES , BANK TERMS AND CONDITIONS AND: SIGNATURES**

|  |
| --- |
| **COMMISSIONER:**  RA: Armavir Marz , Ferik municipality  Armavir marz c. Feric  6 Komitas St  900322240020  АВХХ 04701723  RA fin. first business administration  ------------------------ R. Hasanyan  / signature / |

**PERFORMER**

-------------------------

/ signature

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

*Appendix N 1*

*"" in 2024 Sealed*

*of the contract with the code* **AMFH-KH-GHTSDB-24/18**

TECHNICAL SPECIFICATION - PURCHASE SCHEDULE\*

AMD: AMD

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | |
| the dose number in the invitation | the transit code provided by the procurement plan according to the CMA classification (CPV) | technical specification | unit of measurement | total price/ AMD | total amount | delivery | |
| the address | Deadline\*\* |
| 1: | ***71241200 /29*** | *Service for the development of design-budget documents and cost estimation of the construction of the playground in the area of the Mtsakvit house of the Ferik community, Armavir marz, RA.* | AMD | 4 00000 | 1: | RA: Armavir Region: Feric community, c, Feric Komitas 6:00 | Agreement concluded between the parties from the date of entry into force until 15. 10. 2024 . |

|  |
| --- |
| *Armavir marz, RA ferric of the community​ house service for development of design-budget documents and cost estimation for the construction of the playground in the area* |
| **It is planned to develop design documents for the following works**   * Feric community Of culture house in the area playground under construction size plan 600 - square meters /20x30/ . * The playground should have metal bars 14-750 mm . * The playground should have benches / wooden / 4 pieces L-2.12 m . * The playground should have the following: 4 lights /H-3.0m/ . * The playground must have 4 trash cans * The playground must have a chain swing 2-seat 1-pc * The playground must have a swing 4-seater 1-pc * The playground should have other children's toys 1\*1 * The back side of the metal fences of the playground should have a green area . * the playground must have a concrete area * Appearance, dimensions and other conditions of the playground to agree of the client with​ * Draft in the documents submit so excited bodies and: engineering infrastructure ( water supply , gas supply , electricity supply , communication ) supplier organizations with agreements. * Draft in the documents submit engineering infrastructure ( water supply , gas supply , electricity supply , communication ) supplier organizations by provided technical conditions : * Technical control of services the values to agree of the client with. * Submit in detail done of studies as a result justified working volumes.   The project submit 3: from example to paper with version   * Working volumes summary - 3 for example Armenian , * Estimate - 3: for example Armenian , * Volume sheet - estimate - 3 copies Armenian , 1 example Russian ; * The project and: the estimate submit also in scan version: electronic with a carrier.   By design planned of works with connected the details to agree of the client with​   * Plan of the location geodetic and: of measurement works​   Submit engineering geology investigations of materials of examinations the conclusion  Submit capali of the object , of it separately parts ( constructions and: etc. ) and used of materials warranty deadlines presentable minimum requirements ;  Submit of works performance for required license , technical means , working resources and: professional features presentable requirements ;  - The project process in RA​ active construction norms and: requirements appropriate​  . new math in requirements include:  RA: urban development of the Minister dated 14.10.2014 N 263- N by command approved 30-01-2014 " Urban Development " . Urban: and: rural settlements in the layout and: development » construction the norms​  - RA : urban development of the committee of the President on 26.08.2022 N21- N by command approved RAMN 13-02-2022 " Security technique in construction » construction the norms​  - RA : urban development I would of the President of 28.12.2020 No. 103- N by command approved AMNSN 40-01.02- " Water supply . External networks and: structures » construction the norms​  - RA : urban development of the committee of the President 08.07.2022 No. 16- N by command approved RAMN 40-01.03-2022 " Sewerage . External networks and: structures » construction the norms​  - RA : of the government on 19.03.2015 " RA construction purpose permissions and: other documents provision order to confirm and: RA: of the government don't series decisions the power lost to recognize about » N596- N: some and some .  Draft documents while processing necessary is free stay RA: in the area inactive normative documents from application and: that account to take design documents when confirming  Draft in the documents include requirements:  - RA : urban development of the committee of the President 09.02.2023 N09- A by command approved by construction production organization mandatory number of 21 events provision and: to them of default case planned responsibility funds of application regarding​  - To be led also RA: territorial management and: infrastructures of the Ministry by elaborated same content methodical with instructions .  Technical the characteristic fill in separately with settlements RA: of the government on 19.03.2015 N596- N: by decision defined format and: requirements corresponding to of the object riskiness degree by accounting . |

**Coordinate project solutions with the customer.**

**Submit the project in all details to the responsible department before handing over the project. Create a project presentation.**

*\* The period of service provision , and in the case of the performance of the contract in stages, the period of the first stage, must be set at least 20 calendar days, the calculation of which is made on the date of the entry into force of the conditions for the fulfillment of the rights and obligations of the parties provided for in the contract, except for the case when the selected participant agrees deliver the services in a shorter period of time*

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  RA: Armavir Marz , Ferik municipality  Armavir region, Ferik Komitas St. 6:00  900322240020  АВХХ 04701723  RA fin. first business administration  ------------------------ R. Hasanyan  / signature / |  | **PERFORMER**  -------------------------------------  / signature /  K.​ T: |

*Appendix N 2*

*"" in 2024 sealed*

*of the contract with the code AMFH-KH-GHTSDB-24/02*

**­­­­­­­­­­­­­­**PAYMENT SCHEDULE\*

RA: AMD

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Service | | | | | | | | | | | | | | | | |
| the dose number in the invitation | shopping with a plan planned through code : according to GMA: classification (CPV) | name: | payments are planned to be made in 2024 by months, including\*\* | | | | | | | | | | | | | |
| january | February | march | april | may | june | July | august | September | October | november | december | That's all |
| 1: | ***71241200 / 2 9:*** | *Service for development of design-budget documents and cost estimation for the construction of the playground in the area of the House of Culture of Ferik community, Armavir marz, RA.* |  |  |  |  |  |  |  |  | 400.0 |  |  |  | 400.0 |

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

|  |  |  |
| --- | --- | --- |
| **COMMISSIONER:**  RA: Armavir Marz , Ferik municipality  Armavir region, Ferik Komitas St. 6:00  RA 900322240020  АВХХ 04701723  RA fin. first business administration  ------------------------- R. Hasanyan  / signature / |  | **PERFORMER**  -------------------------------------  / signature /  K.​ T: |

*Appendix 3*

*" " 20 years sealed*

*contract code*

|  |  |  |
| --- | --- | --- |
|  | |  |
| of the contract side  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  location place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  hhhh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**PROTOCOL N:**

**CONTRACT OR: THAT MI: PART PERFORMANCE RESULTS**

**RECEPTION - ACCEPTANCE**

" " " " 20 years​

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

of the contract sealing date : "\_\_\_\_" "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" 20

of the contract number : \_\_\_\_\_\_\_\_\_\_

Client: and: of the contract the side basis accepting of the contract performance regarding " » " » 20:00 year invoice N \_\_\_ written off , made this protocol about the following:

of the contract within The contracting party has provided the following services :

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

 of this protocol bilateral basis for approval account the invoice and: positive conclusion are an integral part of this protocol and are attached.

|  |  |
| --- | --- |
| Service delivered | Service accepted |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  last name, first name |
| K.T. | K.T. |

*Appendix 3.1*

*" " 20 years sealed*

*contract code*

ACT N:

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

It is hereby recorded that that of (hereinafter referred to as the Client) and of

Name of the customer Performer's name

(hereinafter: Executor) between 20 N sealed to

date of conclusion of the contract, contract number

Within the framework of the purchase agreement, the Executor is 20 years old. of delivery-acceptance

provided the following services to the Client for the purpose of:

|  |  |  |
| --- | --- | --- |
| Service | | |
| name: | unit of measurement | amount ( actual ) |
|  |  |  |
|  |  |  |

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

THE SIDES

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

representative who designed the application :

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

1. *If the purchase price does not exceed the thresholds set by the World Trade Organization Agreement on State Procurement, then this sentence is removed from the announcement.* [↑](#footnote-ref-1)
2. *The point is , how? also 1 of the invitation Part 7​ department from the invitation removed is if :*

   *- the procedure being organized is " Shopping About " RA: 15 of the law Article 6​ part Based on point 1 on​*

   *- purchase by application given of the procedure in the frame to buy of service price ( planned (anticipated) purchase total price ) does not exceed 25 million . RA: the dram .*

   *- the purchase is being implemented is of urgency based on conditioned one from the person of purchase in the form of*

   *Present condition of application case being edited are of invitation points , sections and: to them done links :* [↑](#footnote-ref-2)
3. *The point is , how? also 1 of the invitation Part 7​ department from the invitation removed is if :*

   *- the procedure being organized is " Shopping About " RA: 15 of the law Article 6​ part based on on , except it case when​ the procedure to organize for necessary of purchase the application to confirm of the day as of planned financial funds size exceed is 25:00 million​ RA: the dram and: to be sealed of the contract complete performance for later on too to be required are financial means .*

   *- purchase by application given of the procedure in the frame to buy of works the price no exceed 25:00 million​ RA: the dram .*

   *- the purchase is being implemented is of urgency based on conditioned one from the person of purchase in the form of*

   *Present condition of application case being edited are of invitation points , sections and: to them done links :* [↑](#footnote-ref-3)
4. *If: the purchase is being implemented is of urgency based on conditioned one from the person of purchase form , then*

   *- 2nd of clause 3.1 the paragraph being composed is as follows: edited by " Participant right has applications presentation deadline upon expiry at least one calendar day ahead from the committee to demand of invitation clarification. And in which clarification can is be required until hereby at the point specified of the day at 17:00 ( Yerevan : in time ). The commission the request done to the participant clarification providing is the request to receive on the day next calendar of the day during , but no later than​ of the procedure applications presentation deadline upon expiry at least 3 hours before​ Present at the point specified the request the participant present is of the commission of the secretary electronic to the post office to send through​ of inquiry about clarification being sent is of the commission of the secretary herewith by invitation planned electronic from the post office participant 's request received electronic to the post office to send through​ ".*

   *- Clause 3.4 is written as follows: "3.4 Applications presentation deadline upon expiry at least one calendar day ahead in the invitation can are performed changes. Change to perform the day change to perform about statement is published in the newsletter . ".*

   *- Clause 3.6 being composed is as follows: edited by: "3.6 Invitation changes to be done case applications to present deadline counted is that of changes about in the newsletter statement publication from the day »*  [↑](#footnote-ref-4)
5. *In case of procurement by tender or request for quotation, this sentence shall be omitted from the invitation if:*

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

   *- the price of the service to be purchased within the framework of the given procedure with the purchase application ( the total price of the planned (anticipated) purchase ) does not exceed 25 mln. Armenian dram* [↑](#footnote-ref-5)
6. In the case of participants who are residents of the Republic of Armenia *, the declaration published with the link to the website containing information on the real beneficiaries mentioned in the application statement is published .* [↑](#footnote-ref-6)
7. 9 *This point is removed from the invitation if the procurement procedure is not organized in installments.* [↑](#footnote-ref-7)
8. *This sentence shall be omitted from the invitation if the procurement procedure is not organized in installments.* [↑](#footnote-ref-8)
9. *The sentence <<If the security is presented in the form of a bank guarantee, then the period provided for in this point is 10 working days.>> is removed from point 10.1.*

   *- if the purchase price of the given portion in the purchase request does not exceed twenty-five times the base purchase unit and is not intended* [↑](#footnote-ref-9)
10. *If the purchase price of the given dose with the purchase request:*

    *- does not exceed twenty-five times the base unit of purchases and the services of examination of design documents necessary for the implementation of construction projects are not the object of purchase, then the words "or guarantees provided by banks" are removed from this paragraph.*

    *-- does not exceed eighty times the base unit of purchases, but is more than twenty-five times, or less than twenty-five times, but the subject of purchase is the services of examination of design documents necessary for the implementation of construction projects, then from this paragraph << damages (Appendix 4.2) or >> are removed from this paragraph. words, and the number <<20>> is replaced by the number <<90>>,*

    *- exceeds eighty times the base unit of purchases, then from this paragraph the words "damage (appendix 4.2)" or "" are removed, the number "15" is replaced by the number "30" and the number "20" is replaced by " 90>> number,* [↑](#footnote-ref-10)
11. [↑](#footnote-ref-11)
12. [↑](#footnote-ref-12)
13. *This clause is edited according to the respective client.* [↑](#footnote-ref-13)
14. In case of participation in the order of *joint activities (consortium), the documents included in the application and approved by the participant must be approved by all members of the consortium.* [↑](#footnote-ref-14)
15. *If: by invitation of the application provision presentation requirement defined no , then hereby the point from the invitation removed is​* [↑](#footnote-ref-15)
16. *If the subject of the purchase is the provision of technical supervision services for the implementation of construction projects, then after the word "provided" the words "urban development normative technical and approved design budget documents and" shall be added.* [↑](#footnote-ref-16)
17. *If the subject of the purchase is the provision of technical supervision services for the implementation of construction projects, then paragraph "a" of point 2.1.2 is written as follows: "Refuse to accept the service and set a reasonable time to properly provide the improper service in accordance with the requirements stipulated in the contract (unreasonable) and demand from the Executor to pay the fine provided for in clause 5.2 and the penalty stipulated in clause 5.3 of the contract."* [↑](#footnote-ref-17)
18. *Taking off is from the contract , if to be served the service no refers to construction programs performance for necessary design documents urban planning examination implementation .* [↑](#footnote-ref-18)
19. *If the subject of the purchase is the provision of technical supervision services for the execution of construction projects, then clause 3.1 of the draft contract is supplemented with a new sentence with the following content after the 2nd sentence, "Moreover, the acceptance of the result of the service provided within the framework of this contract and presented to the Client is carried out if the Contractor is fully - provided on a daily basis the requirements defined by the urban development norms and technical and approved design and estimate documents, including the proper organization of the construction site, furnishing, technical safety, sanitary, hygienic and environmental (including climate change adaptation measures) norms and presented to the Client a written certificate, on a daily basis, by the contractor of the construction site regarding whether or not the norms of proper organization, furnishing and technical safety, sanitary, hygienic and environmental (including climate change adaptation measures) have been observed. In addition, the certification presents in detail the grounds certifying the fact of not observing the rules and/or norms."* [↑](#footnote-ref-19)
20. [↑](#footnote-ref-20)
21. [↑](#footnote-ref-21)
22. [↑](#footnote-ref-22)
23. [↑](#footnote-ref-23)
24. *The following measures of responsibility are applied to the Contractor for non-observance of the norms (measures of adaptation to climate change) during the entire period of service provision, as well as for not providing the written certification mentioned in point 3.1 of this contract:*

    |  |  |  |  |  |
    | --- | --- | --- | --- | --- |
    |  | |  | |  |
    | *N:* |  | *The violation* |  | *Responsibility* |
    |  |  |  |  |  |
    |  | |  |
    |  | |  | |  |
    |  | |  | |  |

    [↑](#footnote-ref-24)
25. *In case of purchases that do not cause obligations at the expense of the state budget funds, this sentence is removed from the contract.*

    *This clause is removed from the contract if the contract is not implemented by signing an agency contract.* [↑](#footnote-ref-25)
26. *This clause is removed from the contract if the contract is not implemented by signing an agency contract.* [↑](#footnote-ref-26)
27. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.* [↑](#footnote-ref-27)
28. *This clause is removed from the contract if the contract is not implemented by signing a joint activity (consortium) contract.*

    36:  [↑](#footnote-ref-28)