**REQUEST FOR QUALIFICATION**

**PROJECT ON THE BIOMETRIC PASSPORT AND NATIONAL ID CARD ISSUANCE SERVICES**

**18 July 2023**

**IMPORTANT NOTICE**

**This Request for Qualification has been approved by the dedicated evaluation commission established to carry out the Selection Procedure (the "Evaluation Commission") for the Project (as described further in this document). This document is intended solely for use by prospective Applicants in the Selection Procedure for the purposes of preparing and submitting the Qualification Bids.**

**This Request for Qualification has been prepared in accordance with the legislation of the Republic of Armenia (the "Applicable Law") and based on the information and documents owned by the Government, the Ministry of Internal Affairs of the Republic of Armenia (the "Competent Authority") and other competent authorities and entities involved in preparation of the Project from the Government's side.**

**This Request for Qualification sets out, among other matters, the formal and substantive requirements for Qualification Bids, the procedure for submitting and reviewing the Qualification Bids, as well as the qualification criteria and conditions for admission to take part in the bidding process based on the Request for Proposal, as required by Applicable Law.**

**This Request for Qualification does not aim to set out an exhaustive list of information and documents that may be required to take part in the Selection Procedure. Prospective Applicants are advised to carry out their own analysis and due diligence for the purposes of preparing and submitting the Qualification Bids or taking any decision related to preparation for and participation in the Selection Procedure.**

**Neither the Government, nor the Evaluation Commission, nor their representatives or advisors, nor any other authorities of the Republic of Armenia, their representatives or advisors:**

1. **have carried out any independent procedures to verify any data contained herein, except the procedures required to prepare the Draft PPP Project and take the decision to implement the Project, the results of which (determined by the Government as relevant for the Selection Procedure) are reflected in the relevant parts of this Request for Qualification;**
2. **make any warranties or representations in respect of the correctness and completeness of the information contained in this Request for Qualification;**
3. **bear any responsibility or liability for any communications, actions, or information, both explicit or implied, arising out of, contained or resulting from any omission, mistake, or data that has not been rectified in this Request for Qualification after its issuance.**

**Certain part of information and documents provided to Qualified Applicants for the purposes of preparing bids is subject to confidentiality requirements. The terms and conditions of data sharing and disclosure shall be governed by the agreement on confidentiality and non-disclosure of information (the "Non-Disclosure Agreement") executed with each Applicant that has been qualified and admitted to take part in the bidding process in accordance with this Request for Qualification.**

**This Request for Qualification may refer to or cite certain Armenian laws, regulations or official documents. Any such references or citations are not meant to be complete or comprehensive. Applicants shall be responsible for carrying out their own independent analysis and review of Armenian laws, regulations and official documents for the purposes of participation in the Selection Procedure.**

**Table of Contents**

[**1. INTRODUCTION 3**](#_Toc133430459)

[**2. GENERAL INSTRUCTIONS TO APPLICANTS. PARTICIPANTS OF SELECTION PROCEDURE 3**](#_Toc133430460)

[**3. PREPARATION OF QUALIFICATION BIDS 8**](#_Toc133430461)

[**4. SUBMISSION, REGISTRATION AND OPENING OF QUALIFICATION BIDS 10**](#_Toc133430462)

[**5. RESPONSES TO INQUIRIES REGARDING QUALIFICATION BIDS. CHANGES TO AND WITHDRAWAL OF QUALIFICATION BIDS 13**](#_Toc133430463)

[**6. EVALUATION OF QUALIFICATION BIDS 16**](#_Toc133430464)

[**7. TRANSITION TO THE REQUEST FOR PROPOSAL STAGE 19**](#_Toc133430465)

[**8. MISCELLANEOUS 22**](#_Toc133430466)

[**LIST OF ANNEXES AND FORMS 25**](#_Toc133430467)

[**ANNEX 1. DATA SHEET 25**](#_Toc133430468)

[**ANNEX 2. ESTIMATED SCHEDULE 26**](#_Toc133430469)

[**ANNEX 3. GENERAL REQUIREMENTS TO APPLICANTS 27**](#_Toc133430470)

[**ANNEX 4. QUALIFICATION CRITERIA 29**](#_Toc133430471)

[**ANNEX 5. CONTENT OF QUALIFICATION BID 33**](#_Toc133430472)

[**ANNEX 6. FORM OF NON-DISCLOSURE AGREEMENT 56**](#_Toc133430473)

[**ANNEX 7. REQUIREMENTS TO RELIABLE BANKS 76**](#_Toc133430474)

[**ANNEX 8. DEFINITIONS AND INTERPRETATION 77**](#_Toc133430475)

1. INTRODUCTION
	1. The Ministry of Internal Affairs of the Republic of Armenia (the "Competent Authority") is implementing a public-private partnership project for the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia (the "Project") through a fair and transparent competitive selection process in accordance with Armenian law and international best practice (the "Selection Procedure").

The general description of the key provisions (elements) of the Project is given in ANNEX 3 *Key Provisions of the Project)* to this Request for Qualification. The preliminary outline of key provisions of the PPP contract for the Project, which is non-binding and may be subject to changes, is contained in the Project term sheet available in the non-confidential part of the Data Room (as indicated further in Clause 3.6).

According to the Decree of the Government on implementation of the Project [details of the Decree to be added], the Selection Procedure shall be carried out as the two-stage open procedure under the Applicable Law.

This document governs the matters of the Request for Qualification stage of the Selection Procedure. The detailed terms and conditions of the Request for Proposal stage, including the requirements applicable to the format and contents of Bids, the procedure for submission and evaluation of Bids, and other information relevant for the bidding process are set out in the Request for Proposal intended for Applicants that have passed the qualification in accordance with this RFQ.

The Selection Procedure has been announced in the relevant media (collectively, the "**Announcement**") in accordance with Applicable Law. All eligible persons interested in participation in the Selection Procedure are hereby invited to submit Qualification Bids in accordance with terms and conditions of this RFQ.

This Request for Qualification has been prepared in accordance with Applicable Law, including the Law of Armenia "On Public-Private Partnership" No. HO-113-N 997-XIV dated 28 June 2019 (as amended, the "**PPP Law**"), the Procedure of the Public-Private Partnerships approved by the Decree of the Government No.1183-Н dated 28 July 2022 (as amended, the "**PPP Procedure**"), and in accordance with other applicable Armenian laws and regulations.

In this Request for Qualification, unless the context otherwise requires, the capitalized terms, expressions and abbreviations shall have the meaning given in *Annex 9 (Definitions and Interpretation)*.

1. GENERAL INSTRUCTIONS TO APPLICANTS. PARTICIPANTS OF SELECTION PROCEDURE
	1. Participating Entities and Their Setup
		1. For the purposes of the Selection Procedure, the key categories of participants of the two-stage selection process shall be:
			1. Candidates, i.e. Applicants that submitted the Qualification Bids but have not been yet qualified in accordance with terms and conditions of this RFQ, and
			2. Qualified Applicants, i.e. Applicants that have been qualified to take part in the bidding process at the RFP stage in accordance with terms and conditions of this RFQ.

Applicants shall broadly refer to all eligible participants of the Selection Procedure (both Candidates and Qualified Applicants, as the context may require), as indicated in the PPP Law.

* + 1. A Candidate may submit a Qualification Bid either as a single legal entity or as a consortium made up of several legal entities that agreed to jointly participate in the Selection Procedure (a "**Consortium**"). Single-entity Candidates and Consortia may involve both resident and non-resident legal entities. For avoidance of doubt, a Consortium together with all its Consortium Members shall be treated in the Selection Procedure as an Applicant (including as a Candidate or Qualified Applicant, depending on the stage of the Selection Procedure).

Candidates may establish a special purpose company for the purposes of joint participation in the Selection Procedure, as indicated in Clause 2.3 below.

* + 1. A Consortium shall appoint and authorize one of its members to represent and irrevocably bind all Consortium Members in all matters related to the Selection Procedure, including but not limited to the submission of the Qualification Bid on behalf of the Consortium (the "**Lead Member**").

The Lead Member shall:

* + - 1. fulfil the Qualification Criteria which should be met by the Lead Member ***on a standalone basis (for specific criteria), as defined in Annex 5*** *(Qualification Criteria)*, as well as comply with other requirements applicable to Lead Member expressly indicated in this RFQ; and
			2. hold individually at least [50%] of voting rights or equity in the future Project Company, be the largest shareholder of the Project Company and retain effective control over the technical and operational activities of the Project Company.
		1. A Consortium may be composed of legal entities that do not have Control relations with the Lead Member and/or legal entities that qualify as Related Companies of the Lead Member. All such legal entities in a Consortium, including the Lead Member, shall be treated as Consortium Members under this RFQ.
		2. Candidates (both single-entity and Consortia) may engage Third Party Individuals as natural persons evidencing conformity of Candidates with experts-related Qualification Criteria, as stated in more detail in section 3 of *Annex 5* (*Qualification Criteria*). Third Party Individuals may be engaged on a non-exclusive basis (i.e., different Candidates may engage one and the same Third Party Individual to show conformity with the relevant Qualification Criteria in accordance with the RFQ).
	1. Key Participation Requirements and Verifications
		1. Candidates shall comply (and shall ensure compliance by the other Consortium Members and Third Party Individuals, as the case may be) with the general requirements to Applicants, other Consortium Members, and Third Party Individuals listed in *Annex 4 (General Requirements to Applicants)*.
		2. Candidates must meet the Qualification Criteria listed in *Annex 5 (Qualification Criteria)*. To meet the Qualification Criteria, the Candidate may, ***to the extent allowed*** under this RFQ and *Annex 5 (Qualification Criteria)* in particular:
			1. rely on other Consortium Members with respect to fulfilment of the relevant Qualification Criteria;
			2. rely on Third Party Individuals with respect to fulfilment of the relevant Qualification Criteria.
		3. Detailed rules on compliance with the Qualification Criteria are set out in *Annex 5 (Qualification Criteria)*. To confirm compliance with the general requirements to Applicants and Qualification Criteria (including by relying on Third Party Individuals or other Consortium Members, as the case may be), Candidates shall submit the documents set out in *Annex 6 (Content of Qualification Bid)*.

If Qualification Bid is submitted by a Consortium, the Lead Member shall collect and submit all documents from the Consortium Members required under *Annex 6 (Content of Qualification Bid)* as part of a single Qualification Bid.

* + 1. A Consortium may change its composition (including adding or excluding any Consortium Members) prior to expiry of the Qualification Bids Submission Deadline. For this purpose, a Consortium may submit the relevant changes to Qualification Bid (as per Clause 5.3) or withdraw the Qualification Bid and submit a new one (as per Clause 5.4).

Changes in composition of a Consortium after expiry of the Qualification Bids Submission Deadline shall be prohibited. The violation of this requirement shall be the ground for rejecting a Qualification Bid and disqualifying an Applicant from participation in the Selection Procedure.

* + 1. Candidates that passed qualification in accordance with this RFQ will be able to change their Third Party Individuals until expiry of the deadline for submission of Bids at the RFP stage of the Selection Procedure. The Candidate that passed qualification shall notify the Evaluation Commission about its intention to change the Third Party Individuals in the manner set out in Clause 5.1.1.

More detailed rules and requirements for changing the Third Party Individuals will be provided in the Request for Proposal.

* + 1. No person may simultaneously be a Consortium Member in one Consortium while also being (or its Related Company being) a Consortium Member in another Consortium. Any Applicant who participates in the Selection Procedure relying on a Consortium Member who is in breach of this rule shall be rejected from participation in the Selection Procedure.
		2. Change of Control in Candidate at any stage of the Selection Procedure (until signing of the Agreement in case such Applicant is designated as the winner of the Selection Procedure) resulting in Candidate's non-compliance with general requirements to Applicants set out in *Annex 4 (General Requirements to Applicants)* and/or Qualification Criteria set out in *Annex 5 (Qualification Criteria)* shall be prohibited. The violation of this requirement shall be the ground for rejecting a Qualification Bid and disqualifying an Applicant from participation in the Selection Procedure.
	1. Special Purpose Vehicle
		1. Candidates interested in joint participation in the Selection Procedure and implementation of the Project may (but are not required to) create a special purpose vehicle, a legal entity specifically established for the purpose of joint participation in the Selection Procedure (the "**SPV**").
		2. SPV may be registered either in Armenia or in a different jurisdiction, taking into account the restrictions regarding the jurisdiction of the Candidate's registration provided by this Request for Qualification.
		3. SPV must be established taking into account the mandatory requirements of Applicable Law. The SPV shall be regarded as a Consortium. The Qualification Bid must clearly indicate that the Consortium is an SPV, as well as specify the Lead Member and other Consortium Members as the SPV's shareholders.

Unless the Request for Qualification provides otherwise, all rules applicable to the Consortium and Consortium Members will apply in case of the establishment of an SPV. For the avoidance of doubt, the SPV and its shareholders must provide all documents that must be executed by Consortium Members under this RFQ, including the consortium agreement [(alternatively, a shareholders’ agreement may be submitted instead, in which case it will be subject to all requirements applicable to a consortium agreement).]

* + 1. A Consortium submitting a Qualification Bid as an SPV and its shareholders may not include any other Consortium Members. The rules of paragraph 1 of in *Annex 4 (General Requirements to Applicants)* prohibiting cross-shareholdings shall not apply to the relationships between the SPV and its shareholders.
		2. All shareholders of the SPV must hold no less than [10%] of voting rights or equity in the SPV.

The SPV’s shareholder designated as the Lead Member shall comply with the requirements to Lead Member set in Clause 2.1.3.

* + 1. The SPV must be specifically created for participation in the Selection Procedure (and, if the SPV is registered in Armenia, to act as a Project Company) and may only be engaged in activities related to participation in the Selection Procedure and further implementation of the Project in accordance with the terms of the Agreement.
		2. If the SPV is registered in Armenia, the requirements of the Request for Qualification regarding establishment of a separate Project Company shall not apply. In such case the SPV may be considered the Project Company and all provisions of the Request for Qualification relating to the Project Company shall apply to the SPV, subject to necessary changes.

In case a separate Project Company is established, the SPV shall hold 100% of voting rights or equity in the Project Company.

* 1. Project Company
		1. The Applicant that will be determined as the winner of the Selection Procedure will be required to incorporate a legal entity under the Applicable Law to undertake the Project (the "**Project Company**"). The rules related to the establishment of the Project Company are further clarified in the Request for Proposal intended for Candidates that have passed qualification in accordance with this RFQ.
		2. The shareholding structure of the Project Company shall at the time of execution of the Agreement correspond to the shareholding structure of such company which was reflected in the Bid of the Applicant determined as the winner of the Selection Procedure.
		3. Each Consortium Member of the winning Consortium other than the Lead Member of such Consortium shall at the time of execution of the Agreement hold no less than [10%] of the voting rights or equity in the future Project Company.

All Consortium Members of the winning Consortium shall at the time of execution of the Agreement in aggregate hold 100% of the voting rights or equity in the future Project Company.

* + 1. After execution of the Agreement, the winner of the Selection Procedure and the Consortium Members, as shareholders of the Project Company, will have to comply with the shareholding requirements set out in clause of the Agreement titled "Changes in Shareholding".
	1. Authorized Persons
		1. The Authorized Persons shall be the individuals authorized to represent the Applicant under the relevant Authorizing Documents (as the case may be) in connection with the Selection Procedure, including (for the purposes of this RFQ) in relation to such matters as signing and submission of a Qualification Bid, as well as exchange of all communications related to a Qualification Bid.
		2. In case the Authorized Person is acting based on the power of attorney, the latter shall conform to the requirements to the content of the power of attorney set out in *Form B (Content Requirements for Power of Attorney)* of *Annex 6 (Content of Qualification Bid)*. In case the Authorized Person is acting based on other Authorizing Documents, the latter shall clearly define the powers of that Authorized Person for the purposes of representing the Applicant in the Selection Procedure, the scope of which should be at least the same as that indicated in *Form B (Content Requirements for Power of Attorney)* of *Annex 6 (Content of Qualification Bid)*.
		3. Applicants are advised to appoint their Authorized Persons for the purposes of taking part in the Selection Procedure based on powers of attorney. The Applicant may nominate up to [ten (10)] Authorized Persons. The full list of Authorized Persons, with the indication of the Authorizing Documents for each Authorized Person, shall be submitted as part of the Qualification Bid in accordance with *Form C (Basic Information Form)* of *Annex 6 (Content of Qualification Bid)*.
	2. Evaluation Commission
		1. The Government by its Decree on implementation of the Project [details of the Decree to be added] established a special body responsible for conducting the Selection Procedure (the "**Evaluation Commission**"), in particular (for the purposes of this RFQ) for opening and evaluation of Qualification Bids.

The key provisions governing the status, powers and activities of the Evaluation Commission in the Selection Procedure (including at the RFQ stage) are established in the PPP Law, the PPP Procedure, and separate rules of procedure of the Evaluation Commission approved by the Government. The RFQ and RFP may further refer to or clarify and supplement such provisions to the extent necessary for conducting the Selection Procedure and in accordance with Applicable Law.

* + 1. Members of the Evaluation Commission shall not participate directly or indirectly in the preparation and/or submission of any Qualification Bid and shall not provide any assistance to any Candidate for the purposes thereof.

Members of the Evaluation Commission shall be independent and impartial in taking decisions within the scope of their powers and shall not have Conflict of Interest with any Applicant.

* 1. Advisors
		1. The Evaluation Commission may invite external advisors to provide advice and other assistance on the matters within the scope of their expertise during the Selection Procedure, as well as during negotiations and signing of the Agreement (the "**Advisors**").

Advisors may be present at the meetings of the Evaluation Commission, participate in discussions, provide explanations and advice at such meetings, review documents submitted by Applicants to the Evaluation Commission, review minutes of the Evaluation Commission as well as documents considered during negotiations and signing of the Agreement.

* + 1. Advisors are not members of the Evaluation Commission and shall not have voting rights on the matters considered at the meetings of the Evaluation Commission as well as with respect to decisions of the Competent Authority made during negotiations and signing of the Agreement. Presence or absence of Advisors at the meetings of the Evaluation Commission does not affect the quorum at such meetings.
	1. Authorized Officials
		1. The head [the deputy head] and the secretary of the Evaluation Commission shall be designated as the Authorized Officials of the Competent Authority. The information on the Authorized Officials as of the date of approval of this Request for Qualification is set out in the Data Sheet. The Competent Authority shall notify Candidates of changes to the information on Authorized Officials indicated in the Data Sheet in the manner set out in Clause 5.1.1.
	2. Communications
		1. All communication envisaged by this Request for Qualification (including submission of Qualification Bids, provision of additional information in respect of Qualification Bids, and clarifications of Qualification Bids) shall be carried out by the Authorized Persons and Authorized Officials, unless the Request for Qualification provides otherwise.
		2. Unless the Request for Qualification provides otherwise, legal force shall be accorded solely to communication, information and documents submitted and/or received in paper form. This includes, in particular, Qualification Bids, additional information in respect of Qualification Bids, and communications with the Evaluation Commission.
		3. To simplify or expedite the procedures envisaged herein, certain communication, information and documents may be additionally submitted and/or received in electronic form, including via email. In case of any discrepancies between communication, information and documents in paper form and communication, information and documents in electronic form submitted and/or received in accordance with this Request for Qualification, communication, information and documents in paper form shall prevail.
1. PREPARATION OF QUALIFICATION BIDS
	1. General Requirements to Format and Content of Qualification Bids
		1. Candidates shall prepare Qualification Bids in accordance with the format and content requirements set out in *Annex 6 (Content of Qualification Bid)*. Each Candidate, including a Consortium, may submit one (1) Qualification Bid only.
		2. Candidates shall not provide any information or documents that are not expressly required under *Annex 6 (Content of Qualification Bid)* or this RFQ. Submission of any information or documents relating to the Candidate's Bid as part of the Qualification Bid shall be the ground for rejection of the Qualification Bid. Submission of any other unnecessary pieces of information or documents as part of the Qualification Bid (such as marketing materials) may be the ground for rejecting the Qualification Bid in case the Evaluation Commission determines such submission constitutes a Material Deviation.
		3. Each Candidate shall prepare and submit its Qualification Bid in four (4) copies, as required in paragraph 79 of the PPP Procedure, clearly marking each of them as "ORIGINAL", "COPY", and "ELECTRONIC COPY".

Discrepancy between the written original and written copy and/or electronic copy of the Qualification Bid shall not be the ground for rejecting the Qualification Bid.

* + 1. The written original and written copy of the Qualification Bid shall be typed or written (where appropriate) in indelible ink and signed by an Authorized Person.

All pages of the Qualification Bid as per the content requirements specified in *Annex 6 (Content of Qualification Bid)*, shall be numbered, bound, and signed by the Authorized Person.

* + 1. Each electronic copy of the Qualification Bid shall be provided on a separate USB drive. The electronic copies of the Qualification Bid shall follow the contents of the original Qualification Bid, shall be free of any virus or malware, and shall contain non-compressed and non-protected files in printable and reproducible PDF format.

For the avoidance of doubt, it is expressly required that each USB drive contains a scanned electronic copy of the complete original Qualification Bid in PDF format.

* + 1. The Qualification Bid shall contain no alterations, omissions or additions, unless this Request for Qualification provides otherwise.
	1. Sealing and Marking of Qualification Bids
		1. The Candidate shall submit the Qualification Bid in an opaque and properly sealed envelope. The envelope shall contain the four (4) copies of the Qualification Bid and shall be marked and formalized in accordance with paragraphs 81-82 of the PPP Procedure.
		2. If the volume of documents comprising the Qualification Bid does not make it possible to place all four (4) copies of the Qualification Bid in one (1) envelope, the Candidate may choose to do as follows:
			1. Place the written original and written copy of the Qualification Bid in two different opaque and properly sealed envelopes marked and formalized in accordance with paragraphs 81-82 of the PPP Procedure. Each envelope shall in this case contain one (1) electronic copy of the Qualification Bid.

OR

* + - 1. Place the four (4) copies of the Qualification Bid (either in two separate envelopes, as provided in item (a) of this Clause 3.2.2 above, or as one package) in an opaque and properly sealed postal box. The postal box shall be marked and formalized in accordance with paragraphs 81-82 of the PPP Procedure.
		1. If the envelope(s) or postal box with the Qualification Bid do not meet the requirements indicated in this Clause, the Evaluation Commission shall assume no responsibility for misplacing or losing any part of the Qualification Bid as well as for safeguarding any restricted use information that may be contained therein.
	1. Language of Qualification Bids and Language of Correspondence
		1. Unless *Annex 6 (Content of Qualification Bid)* stipulates otherwise, the following rules shall apply to the language of the Qualification Bid and the language of correspondence:
			1. All forms and documents comprising the Qualification Bid as per *Annex 6 (Content of Qualification Bid)* shall be prepared in the Armenian and English languages.
			2. The confirmation documents or their certain parts that are required under *Annex 6 (Content of Qualification Bid)* and relate to non-resident Candidates, Consortium Members or Third Party Individuals may be prepared and submitted in a foreign language (other than Armenian or English). Candidates shall translate those documents or parts of those documents (as the case may be) into the Armenian and English languages in accordance with the certification requirements set out in *Annex 6 (Content of Qualification Bid)*.
			3. All correspondence related to the Qualification Bid shall be carried out in Armenian and English.
		2. In case of any discrepancies between the different language versions of documents or correspondence indicated in items (a)-(c) of Clause 3.3.1, the Armenian language version of the relevant document or correspondence shall prevail.
	2. Confidential Information
		1. Candidate is entitled to designate certain parts of the Qualification Bid as those containing confidential information. This shall be achieved by putting the words "CONFIDENTIAL INFORMATION" on each page of the Qualification Bid containing such information. The Candidate shall also highlight, in a free form manner, the specific pieces of information on each page of the Qualification Bid that shall be designated as confidential information. This Clause shall not preclude the Evaluation Commission from disclosing the Qualification Bid to Advisors.
		2. The designation of data as confidential information shall not apply to information that does not qualify as confidential information under the Applicable Law.
	3. Responsibility for Correctness and Completeness of Qualification Bids
		1. Candidate shall be responsible for providing correct and complete information in the Qualification Bid. By submitting the Qualification Bid, the Candidate also acknowledges that:
			1. all information contained in the Qualification Bid shall remain true and correct during the entire duration of the Selection Procedure, up to the conclusion of the Agreement (in case that Candidate is determined as the winner of the Selection Procedure);
			2. at any stage of the Selection Procedure the Evaluation Commission may disqualify the Applicant and the Competent Authority may refuse to sign the Agreement in case it is established that the Applicant submitted incorrect or false information in its Qualification Bid;
			3. the Evaluation Commission and the Competent Authority shall not be responsible for correctness and completeness of the information contained in the Qualification Bid.
	4. Data Room
		1. The Competent Authority has established a special web resource containing information in electronic form which may be necessary for preparation and submission of documents for participation in the Selection Procedure (the "**Data Room**"). The Data Room consists of two parts:
			1. Data Room Part I, which contains publicly available (non-confidential) information for participation in the Selection Procedure ("**Data Room Part I**"). Data Room Part I is available via the hyperlink contained in the Data Sheet.
			2. Data Room Part II, which contains confidential information for participation in the Selection Procedure ("**Data Room Part II**"). The access to Data Room Part II shall be granted to the Applicant and other users upon the Applicant's qualification in accordance with this Request for Qualification and conclusion of the Non-Disclosure Agreement with the Competent Authority (as described in Section 7).
		2. Rules for access to and use of the Data Room are set out in the Data Room Rules and Procedures which are also contained in an annex to the Non-Disclosure Agreement. After the conclusion of the Non-Disclosure Agreement, the Applicant shall be responsible for compliance with the requirements to confidentiality and non-disclosure of information by all users of Data Room Part II, as set out in the Non-Disclosure Agreement.
1. SUBMISSION, REGISTRATION AND OPENING OF QUALIFICATION BIDS
	1. Qualification Bids Submission Deadline and Estimated Schedule
		1. Candidates shall submit Qualification Bids to the Evaluation Commission within [forty (40)] [to be decided after market sounding] days of the publication date of the Announcement [at Mineconomy's official website] ("**Qualification Bids Submission Deadline**"). Qualification Bids shall be in any case submitted no later than 18:00 of the last day of the Qualification Bids Submission Deadline. Any bids submitted after the Qualification Bids Submission Deadline will be disregarded.
		2. The Request for Qualification contains the schedule with key milestones of the Selection Procedure and their indicative timeframes for the purposes of this RFQ (the "**Estimated Schedule**") in *Annex 2 (Estimated Schedule)*. Candidates may use the Estimated Schedule for general reference but shall not in any way rely on the Estimated Schedule with respect to their participation in the Selection Procedure.
		3. The Competent Authority may, in its sole discretion and without prior notice to the Candidates, amend the Estimated Schedule. The Evaluation Commission shall notify the Candidates of changes to the Estimated Schedule in the manner set out in Clause 5.1.1. The Competent Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Schedule.
	2. Arrangements for Submission of Qualification Bids
		1. The Authorized Person of a Candidate shall send a prior request to the secretary of the Evaluation Commission to arrange submission of the Qualification Bid. The Authorized Person may submit this request:
			1. by hand at the address of the Evaluation Commission indicated in the Data Sheet, from [time to be specified] on Business Days, or
			2. by email to the email address of the Evaluation Commission indicated in the Data Sheet.
		2. The request for submission of the Qualification Bid shall:
			1. indicate the full name of the Candidate;
			2. indicate the full name of the Authorized Person that will submit the Qualification Bid;
			3. indicate the requested date and time for submitting the Qualification Bid within the Qualification Bids Submission Deadline and according to the working schedule of the Evaluation Commission set out in the Data Sheet;
			4. contain copies of the identity documents and copies of the Authorizing Documents of the Authorized Person that will submit the Qualification Bid (hard copies – if the request is submitted at the address of the Evaluation Commission by hand; email attachments in the form of scanned copies – if the request is submitted via email).

If the request is submitted at the address of the Evaluation Commission by hand, the Authorized Person shall have the original identity documents and the copies of the Authorizing Documents to be admitted to premises of the Evaluation Commission.

Copies of identity documents indicated in item (d) above that are prepared in a foreign language (other than Armenian or English) shall be translated and certified in accordance with the requirements of *Annex 6 (Content of Qualification Bid)*.

* + 1. The secretary of the Evaluation Commission shall no later than on the next Business Day after the date of the Candidate's request for submission of the Qualification Bid provide an email reply to such a request. This reply shall set out the date and time for submitting the Qualification Bid (which shall by default be no later than on the third Business Day after the date requested by the Candidate under Clause 4.2.2, but in any case no later than the Qualification Bids Submission Deadline), as well as indicate other information which may be relevant for submission of the Qualification Bid. The Authorized Person shall acknowledge via email the receipt of the reply of the secretary of the Evaluation Commission with the scheduled date and time for submission of the Qualification Bid.
	1. Submission and Registration of Qualification Bids
		1. Candidate shall submit the Qualification Bid at the address and according to the working schedule of the Evaluation Commission specified in the Data Sheet.

The Authorized Person shall deliver the Qualification Bid by hand to the secretary of the Evaluation Commission at the time and date scheduled in accordance with Clause 4.2. The Authorized Person shall have the original identity documents and the copies of the Authorizing Documents to be admitted to premises of the Evaluation Commission.

For the avoidance of doubt, it is expressly specified that Candidates shall not be allowed to submit their Qualification Bids by email, mail or fax.

* + 1. The secretary of the Evaluation Commission shall register the Qualification Bid in its records in presence of the Authorized Person upon checking and confirming that the envelope(s) or the postal box with the Qualification Bid and the Authorizing Documents of the Authorized Person are prepared in accordance with this Request for Qualification. The envelope(s) or postal box shall not be opened during registration of the Qualification Bid. The secretary of the Evaluation Commission shall note in its records the registration details indicated in paragraph 83 of the PPP Procedure, as well as the full name of the Authorized Person and non-conformities with the requirements for preparing envelope(s) or postal boxes with Qualification Bids (if any) as per Clause 3.2.
		2. During the registration of the Qualification Bid, the Authorized Person shall sign off in the records to confirm that the Qualification Bid has been duly accepted and registered. Should the Authorized Person refuse to sign, the secretary of the Evaluation Commission shall make a note to this effect in the records. The same sign off rules may apply (where appropriate) in case the Qualification Bid is not subject to acceptance and registration, as set out in Clause 4.3.4.

The secretary of the Evaluation Commission shall provide the Authorized Person with a note containing the following information:

* + - 1. registration details as per Clause 4.3.2 above;
			2. statement whether the Candidate is further invited to the Qualification Bids opening meeting;
			3. indication of the scheduled date, time and location of the Qualification Bids opening meeting;
			4. the full name of the secretary of the Evaluation Commission that carried out registration of the Qualification Bid.
		1. The following Qualification Bids shall not be accepted and registered:
			1. Qualification Bids submitted by email, mail or fax. Qualification Bids submitted by mail shall be returned unopened (in envelope(s) or postal box) to the sender with the relevant rejection notice. Qualification Bids submitted by fax or email shall be disregarded, with the relevant rejection notice sent by fax or email to the sender.
			2. Qualification Bids submitted in breach of Clause 3.2 or Clause 4.2, as well as Qualification Bids submitted by persons that did not present the identity documents or the Authorizing Documents upon request at submission of the Qualification Bids. Those Qualification Bids shall be returned unopened in envelope(s) or postal box (if applicable) with the relevant rejection notice by hand to the Authorized Person and/or to a person that did not provide the identity documents or the Authorizing Documents (as the case may be).
			3. Qualification Bids submitted after the Qualification Bids Submission Deadline. Those Qualification Bids shall be returned unopened in envelope(s) or postal box to the Candidate with the relevant rejection notice.
	1. Opening of Qualification Bids
		1. The Evaluation Commission shall hold the meeting dedicated to opening of the envelopes and postal boxes with Qualification Bids on the first Business Day following the expiration of the Qualification Bids Submission Deadline. The scheduled date, time and location of this meeting are specified in the Data Sheet.
		2. At this meeting, the Evaluation Commission shall open the envelopes and postal boxes with registered Qualification Bids, including the envelopes and postal boxes with amended Qualification Bids submitted pursuant to Clause 5.3, in the presence of the Authorized Persons who choose to attend the meeting, and shall determine whether the Qualification Bids:
			1. are complete, contain properly prepared documents, and are generally in order specified in *Annex 6 (Content of Qualification Bid)*; and
			2. in terms of their form and structure, conform to the requirements of the Request for Qualification without apparent Material Deviations, mistakes, or other formal irregularities.

For the avoidance of doubt, the Qualification Bids opening meeting shall not involve evaluation of the Qualification Bids in accordance with this RFQ.

* + 1. The Authorized Persons shall have the original identity documents and copies of the Authorizing Documents to be admitted to the premises of the Evaluation Commission and attend the Qualification Bids opening meeting. The Authorized Persons attending this meeting shall sign the register of the secretary of the Evaluation Commission evidencing their attendance. In case the Authorized Person fails to attend the meeting, the Evaluation Commission shall proceed with the opening of the Qualification Bids and shall reflect the absence of the Authorized Person in its minutes.
		2. The outcomes of the Qualification Bids opening meeting shall be documented in the minutes of the Evaluation Commission prepared in accordance with the PPP Procedure (particularly, as provided in paragraphs 89-91 of the PPP Procedure). The minutes shall be signed by members of the Evaluation Commission and the Authorized Persons present at the meeting (save for absence of the Authorized Person at the meeting or refusal of the Authorized Person to sign the minutes).

In case the Authorized Person refuses to sign the minutes, the Evaluation Commission shall reflect the fact of such refusal in the minutes. Absence of any Authorized Person at the Qualification Bids opening meeting or refusal of any Authorized Person to sign the minutes of this meeting shall not affect the validity of any such meeting or minutes.

Based on outcomes of the Qualification Bids opening meeting the Evaluation Commission may also request that Candidates provide clarifications to their Qualification Bids in accordance with Clause 6.4 or may waive or request to rectify minor non-conformities in the Qualification Bids according to Clause 6.5 (in both cases to the extent limited to opening of Qualification Bids pursuant to this Clause 4.4), reflecting any such decision in its minutes.

* + 1. After completion of the Qualification Bids opening meeting, the Evaluation Commission shall proceed with evaluation of the Qualification Bids in accordance with this RFQ.

All Qualification Bids opened at the Qualification Bids opening meeting shall be retained by the Evaluation Commission and shall not be returned to Candidates.

1. RESPONSES TO INQUIRIES REGARDING QUALIFICATION BIDS. CHANGES TO AND WITHDRAWAL OF QUALIFICATION BIDS
	1. Procedure for Inquiries Regarding Qualification Bids
		1. Any prospective Candidate intending to take part in the Selection Procedure as well as any Candidate is entitled to address the Evaluation Commission with written request for additional information or clarifications regarding Qualification Bids from the date of publication of the Announcement until the Qualification Bids Submission Deadline (with due regard for the provisions of Clause 5.1.5 below). The request may be delivered:
			1. by mail to the address of the Evaluation Commission indicated in the Data Sheet;
			2. by hand at the address of the Evaluation Commission indicated in the Data Sheet, from [time to be specified] on Business Days.

The request may be additionally submitted by email to the email address of the Evaluation Commission indicated in the Data Sheet with due regard for the provisions of Clause 2.9.2.

If the request is submitted by hand, the person submitting the request shall have the original identity documents and the copies of the Authorizing Documents (for Candidates) to submit such a request.

* + 1. The request for additional information or clarifications regarding the Qualification Bids shall contain the following information:
			1. full name of an entity (prospective Candidate or Candidate) filing the request, registration and contact details of such entity;
			2. reference to the Announcement and the Request for Qualification;
			3. clearly articulated request to provide information or clarifications regarding the Qualification Bid;
			4. the required form of response to the request, as per Clause 5.1.1 above;
			5. date of the request.
		2. The Evaluation Commission shall provide information or clarifications in response to the requests in the order in which they are received, at least within five (5) Business Days and no longer than twenty (20) Business Days from the receipt of each request.
		3. The Evaluation Commission shall respond to the requests in the manner set out in Clause 5.1.1, with due regard for the provisions of Clause 2.9.2. The Evaluation Commission shall provide information or clarifications in response to the requests solely to the extent required for preparing and submitting Qualification Bids under this RFQ.

The procedure for making and addressing inquiries regarding the Bids is specified in the Request for Proposal, which is intended for the Candidates that have been qualified to take part in the bidding process in accordance with this RFQ.

* + 1. The Evaluation Commission may provide a consolidated response to several similar or identical (repeated) requests through the Data Room Part I (in this case the response in the Data Room Part I should be depersonalized, i.e., should not enable identification of any information about the Candidates or other persons that submitted the requests) and/or via email and/or at the open meeting regarding Qualification Bids conducted under Clause 5.2. The Evaluation Commission further reserves the right not to respond to certain requests, particularly those that were not submitted in writing, do not meet the requirements of Clauses 5.1.1 and 5.1.2, were filed after the Qualification Bids Submission Deadline, or in case the Evaluation Commission does not have enough time to respond to such requests due to expiry of the Qualification Bids Submission Deadline.
	1. Open Meetings Regarding Qualification Bids
		1. The Evaluation Commission may hold the open meetings to discuss and clarify questions the potential Candidates or Candidates may have regarding preparation and submission of Qualification Bids. The first open meeting shall be held no later than the tenth (10th) Business Day after the publication date of the Announcement. The Evaluation Commission may conduct the subsequent open meetings within the Qualification Bids Submission Deadline in accordance with the tentative timetable for such meetings contained in the Estimated Schedule. The Evaluation Commission shall not be bound by the timetable of open meetings regarding Qualification Bids indicated in the Estimated Schedule and may set up such meetings as may be required and appropriate for the purposes of conducting the Selection Procedure at the RFQ stage.

The Evaluation Commission shall publish the announcement of the open meeting regarding Qualification Bids at [the official Mineconomy's website] at least four (4) days prior to the scheduled date of such meeting. The announcement shall contain the key background details about each meeting determined by the Evaluation Commission, including the scheduled date, time and location of the meeting.

* + 1. The prospective Candidates and Candidates shall be entitled to participate in the open meeting subject to submission of a written notice to the Evaluation Commission within two (2) days prior to the scheduled date of the meeting. This notice shall contain the request for attendance of the open meeting and the request for additional information or clarifications regarding the Qualification Bids which the prospective Candidates or Candidates would like to address at the meeting. The notice for participation in the open meeting shall be prepared and delivered in accordance with Clauses 5.1.1-5.1.2, subject to the following changes:
			1. The notice shall not indicate the required form of response to the request, as per item d) of Clause 5.1.2.
			2. The notice shall additionally contain (i) the list of persons (up to five (5) persons) who wish to attend the open meeting (representatives of a prospective Candidate or the Authorized Persons of a Candidate) and (ii) the copies of the identity documents of the requested attendees of the open meeting.
		2. The persons representing the prospective Candidates or Candidates and attending the open meeting shall have the original identity documents and copies of the Authorizing Documents (for Candidates) to be admitted to the premises of the Evaluation Commission and attend the meeting. Such persons shall sign the register of the secretary of the Evaluation Commission evidencing their attendance. In case these persons fail to attend the meeting, the Evaluation Commission shall proceed with conducting the meeting without them and shall reflect the absence of such persons in its minutes.

Absence of any person representing the prospective Candidates or Candidate at the open meeting regarding Qualification Bids shall not affect the validity of any such meeting.

* + 1. The open meetings shall be dedicated solely to discussion of issues related to preparation and submission of Qualification Bids, in response to the prior requests for additional information or clarifications filed by the prospective Candidates or Candidates as per Clause 5.2.2. The Evaluation Commission may further clarify the procedural details of the open meeting (such as the agenda, deliberation procedure and timeframes of the meeting) to the representatives of the prospective Candidates or Candidates in the announcement of such meeting and/or at the opening of such meeting.
		2. The Evaluation Commission shall conduct and document the outcomes of the open meeting regarding Qualification Bids in accordance with the applicable terms and conditions of the PPP Procedure and the Evaluation Commission's rules of procedure. The minutes of the open meeting shall not be signed by the representatives of the prospective Candidates or Candidates attending the meeting.

The Evaluation Commission may further publish the consolidated response to questions relating to preparation and submission of Qualification Bids which were discussed and addressed at the open meeting in the Data Room Part I within two (2) Business Days after the date of such meeting (in this case the response in the Data Room Part I should be depersonalized, i.e., should not enable identification of any information about the Candidates or other persons that submitted the requests).

* 1. Changes to Qualification Bids
		1. The Candidate may make changes to the Qualification Bid prior to the expiration of the Qualification Bids Submission Deadline. For the avoidance of doubt, no changes to Qualification Bids shall be allowed after the expiration of Qualification Bids Submission Deadline.
		2. Changes to the Qualification Bid may cover the entire Qualification Bid or certain parts or documents comprising the Qualification Bid as per the structure provided in *Annex 6 (Content of Qualification Bid)* and may involve amendments (modifications) and addenda (supplements) to the Qualification Bid. Changes to Qualification Bids shall be prepared and submitted in accordance with paragraph 86 of the PPP Procedure and the following requirements:
			1. The Candidate shall prepare the original and copies of changes to the Qualification Bid in accordance with the requirements of Clause 3.1, clearly marking the type of changes ("AMMENDMENT", "ADDENDUM") on each of them, as the case may be. The Candidate shall also summarize all changes to the Qualification Bid in the comparative table, the original and copies of which shall be prepared as part of the respective original and copies of changes to the Qualification Bid and shall be enclosed in the envelope(s) or postal box with changes to the Bid, as indicated in item (b) below.
			2. The Candidate shall put the changes to the Qualification Bid into the envelope(s) or postal box that shall be prepared in accordance with the requirements of Clause 3.2 and shall clearly mark the type of changes ("AMMENDMENT", "ADDENDUM"), as the case may be.
			3. The Authorized Person shall agree on the date and time of the submission and shall submit changes to the Qualification Bid to the secretary of the Evaluation Commission in the manner set out in Clauses 4.2-4.3, subject to necessary changes under this Clause 5.3. The secretary of the Evaluation Commission shall provide the Authorized Person with written confirmation of the receipt of changes to the Qualification Bid.
		3. Candidates are advised to make changes to their Qualification Bids in a time-wise manner until expiry of the Qualification Bids Submission Deadline. Candidates shall bear all risks associated with improper planning of timing for changes to their Qualification Bids, particularly in cases where such changes are planned for the time imminently close to expiry of the Qualification Bids Submission Deadline, which does not make it possible to conduct all arrangements required for submission and acceptance of changes to the Qualification Bids in accordance with this RFQ.
		4. Violation of the requirements for making changes to the Qualification Bids established herein shall be the grounds for rejecting the Qualification Bid in accordance with this RFQ.
	2. Withdrawal of Qualification Bids
		1. The Candidate may withdraw its Qualification Bid prior to the expiration of the Qualification Bids Submission Deadline. Withdrawal of Qualification Bids shall be carried out in accordance with paragraph 86 of the PPP Procedure and the following requirements:
			1. The Candidate shall prepare a written notice on withdrawal of the Qualification Bid. The notice shall refer to the Candidate's Qualification Bid and shall be clearly marked as "QUALIFICATION BID WITHDRAWAL NOTICE", as well as indicate the full name and contact details of the respective Candidate.
			2. The Authorized Person shall agree on the date and time of the submission and shall submit the Qualification Bid withdrawal notice to the secretary of the Evaluation Commission in the manner set out in Clauses 4.2-4.3, subject to necessary changes under this Clause 5.4. The secretary of the Evaluation Commission shall provide the Authorized Person with written confirmation of the receipt of the Qualification Bid withdrawal notice and shall return the unopened envelope(s) or postal box with the Qualification Bid to the Authorized Person.
		2. The Candidate that withdrew its Qualification Bid may submit another Qualification Bid prior to expiry of the Qualification Bids Submission Deadline in accordance with the requirements of this RFQ.
		3. Candidates are advised to withdraw their Qualification Bids in a time-wise manner until expiry of the Qualification Bids Submission Deadline. Candidates shall bear all risks associated with improper planning of timing for withdrawal of their Qualification Bids, particularly in cases where such withdrawal is planned for the time imminently close to expiry of the Qualification Bids Submission Deadline, which does not make it possible to conduct all arrangements required for submission and acceptance of the Qualification Bids withdrawal notice in accordance with this RFQ.
1. EVALUATION OF QUALIFICATION BIDS
	1. Qualification Bids Evaluation Deadline
		1. The Evaluation Commission shall evaluate the Qualification Bids and take its decision on approval of the list of qualified Candidates in accordance with this RFQ within thirty (30) days of the date of Qualification Bids opening meeting conducted under Clause 4.4 (the "**Qualification Bids Evaluation Deadline**").
	2. Qualification Bids Evaluation Procedure
		1. The Evaluation Commission shall hold meetings on evaluation of the Qualification Bids in accordance with its rules of procedure and working schedule, but in any event prior to the Qualification Bids Evaluation Deadline.
		2. The evaluation meetings shall involve a detailed evaluation of each Qualification Bid in order to determine whether the Qualification Bid is in conformity with the general requirements to Applicants listed in *Annex 4 (General Requirements to Applicants)* and meets the Qualification Criteria listed in *Annex 5 (Qualification Criteria)*. The evaluation meetings shall be closed and shall not be attended by Candidates and their Authorized Persons.
		3. Based on the outcomes of evaluation of Qualification Bids and taking into account the terms and conditions of Clauses 6.4-6.5 below, the Evaluation Commission shall provide its conclusion whether the Qualification Bid is satisfactory or unsatisfactory.

The Qualification Bid that complies with the general requirements to Applicants listed in *Annex 4 (General Requirements to Applicants)* and the Qualification Criteria listed in *Annex 5 (Qualification Criteria)* shall be recognized by the Evaluation Commission as satisfactory.

The Qualification Bid that does not meet the general requirements to Applicants listed in *Annex 4 (General Requirements to Applicants)* and/or the Qualification Criteria listed in *Annex 5 (Qualification Criteria)* shall be recognized by the Evaluation Commission as unsatisfactory.

For the avoidance of doubt, the Evaluation Commission may conclude that the Qualification Bid is unsatisfactory and the Candidate may be rejected from participation in the bidding process at the Request for Proposal stage if evaluation of the Qualification Bid shows that:

* + - 1. the Qualification Bid does not contain documents or information required under this RFQ, or such documents and/or information are incomplete (particularly following the clarifications regarding the Qualification Bid requested under Clause 6.4);
			2. the Qualification Bid contains false information and/or documents;
			3. the Qualification Bid contains information or documents relating to the Candidate's Bid or contains unnecessary pieces of information or documents the submission of which constitutes a Material Deviation;
			4. general requirements to Applicants set out in *Annex 4 (General Requirements to Applicants)*, Qualification Criteria set out in *Annex 5 (Qualification Criteria)* or other requirements set by this RFQ regarding the Candidates, Consortium Members or Third Party Individuals (including those provided by Clauses 2.2.4, 2.2.6-2.2.7 and 2.3) are not met;
			5. there are other explicit grounds for rejecting the Qualification Bid established by this RFQ or Applicable Law.
		1. The Evaluation Commission shall document the outcomes of each evaluation meeting in its minutes prepared in accordance with the requirements of the PPP Procedure and Evaluation Commission's rules of procedure.
	1. Evaluation to be Confidential
		1. Information relating to the evaluation of Qualification Bids shall not be disclosed to Candidates or any other persons not officially concerned with the evaluation process until publication of the list of qualified Candidates (as per Clause 6.6) and submission of notifications on the results of evaluation of Qualification Bids to Candidates (as per Clause 7.1).
		2. Any effort by a Candidate to negotiate with or influence the Evaluation Commission or the Competent Authority in the process of evaluation of Qualification Bids may result in the rejection of the Qualification Bid.
	2. Clarification of Qualification Bids
		1. Starting from the date of the Qualification Bids opening meeting (as per Clause 4.4), the Evaluation Commission may request from a Candidate clarifications on substantive matters (other than minor non-conformities in Qualification Bids under Clause 6.5) [and/or supplementary information or documents] relating the Candidate's Qualification Bid in order to determine the completeness and conformity or evaluate the Qualification Bid in accordance with this RFQ.
		2. The Evaluation Commission shall send the clarification request in the manner set out in Clause 5.1.1, but in any event prior to approval of the list of qualified Candidates in accordance with Clause 6.7. The Candidate shall provide the requested information [and/or documents] to the Evaluation Commission within [five (5) Business Days] of the day of receiving the clarification request.
		3. Candidate's failure to provide information [and/or documents] in response to the clarification request under this Clause 6.4 may result in rejection of the Qualification Bid.
	3. Minor Non-Conformities in Qualification Bids
		1. The Evaluation Commission may waive any minor non-conformity in a Qualification Bid which does not constitute a Material Deviation and does not prejudice or affect the determination of completeness and conformity or evaluation of the Qualification Bid in accordance with this RFQ, including, without limitation, technical errors and typos (the "**Minor Non-Conformity**"). The Evaluation Commission shall reflect a decision to waive Minor Non-Conformities in Qualification Bids in its minutes prepared following opening or evaluation of Qualification Bids, as the case may be.
		2. The Evaluation Commission may also choose to invoke the rectification procedure established in paragraphs 97-98 of the PPP Procedure to address Minor Non-Conformities in the Qualification Bids at the stages of opening or evaluation of Qualification Bids, as may be required. The Evaluation Commission shall send the relevant notification to this effect to a Candidate in the manner set out in Clause 5.1.1, but in any event prior to approval of the list of qualified Candidates in accordance with Clause 6.6.
		3. Candidate's failure to correct Minor Non-Conformities in Qualification Bid under the rectification procedure established in paragraphs 97-98 of the PPP Procedure shall not result in rejection of the Qualification Bid, unless following such failure the Evaluation Commission establishes a Material Deviation in the Qualification Bid or other non-conformity with this RFQ serving as a ground for rejection of the Qualification Bid.
		4. No change in the Qualification Bid shall be required, offered or permitted in connection with waiver or rectification of Minor Non-Conformities in Qualification Bids under this Clause 6.4.
	4. Inquiries to Third Parties Regarding Qualification Bids
		1. The Evaluation Commission may contact any state authority, self-government authority, financial institution, or any other entity or person (as may be required) with an inquiry to verify correctness of the information and/or documents contained in the Qualification Bid or clarify any other matter relevant to the determination of completeness and conformity or evaluation of the Qualification Bid.
		2. If the inquiry results in adverse findings about conformity of the Qualification Bid or Candidate's compliance with the requirements of this RFQ (particularly, as established in Clause 6.2.3), this may serve as a ground to reject the Qualification Bid.
	5. Qualification List
		1. Once the evaluation of the Qualification Bids is completed according to this RFQ, the Evaluation Commission shall prepare and approve the list of Candidates qualified to participate in the bidding process at the Request for Proposal stage (the "**Qualification List**"). The Evaluation Commission shall approve the Qualification List at the closed meeting held in accordance with its rules of procedure and working schedule, but in any event prior to the Qualification Bids Evaluation Deadline.
		2. The Evaluation Commission shall publish the Qualification List at [the official Mineconomy's website] within five (5) Business Days after the date of approval of the Qualification List.
1. TRANSITION TO THE REQUEST FOR PROPOSAL STAGE
	1. Notifications on the Results of Evaluation of Qualification Bids
		1. Within two (2) Business Days of the date of publication of the Qualification List the Evaluation Commission shall send notifications on the results of evaluation of Qualification Bids to the Candidates, specifically:
			1. notifications on rejection of Candidates from participation in the bidding process at the Request for Proposal stage, including substantiation of the grounds for rejection; or
			2. notifications on qualification of Candidates to participate in the bidding process at the Request for Proposal stage, together with the following:

- the background information about the participation in the bidding process at the Request for Proposal stage, particularly information about the open pre-bid meetings;

- execution versions of the Non-Disclosure Agreement, as stated in Clause 7.2;

- [other relevant information to be added (e.g., information about payment of the registration fee for admission to the RFP stage, if applicable)].

* + 1. The Evaluation Commission shall send notifications indicated in this Clause 7.1 to the Authorized Persons in the manner set out in Clause 5.1.1.
	1. Conclusion of Non-Disclosure Agreement
		1. Along with the notification on qualification to participate in the bidding process under Clause 7.1, the qualified Candidate shall receive two (2) copies of the Non-Disclosure Agreement. In order to get further access to confidential information regarding the Project in accordance with the requirements of the Non-Disclosure Agreement, the qualified Candidate shall:
			1. fill in the required data on the qualified Candidate and other persons in two (2) copies of the Non-Disclosure Agreement;
			2. coordinate the submission date and time and submit the copies of the filled-in Non-Disclosure Agreement to the secretary of the Evaluation Commission through the Authorized Persons (as set out in Clauses 4.2-4.3) subject to the necessary changes under this Clause 7.2.

The filled-in and signed copies of the Non-Disclosure Agreement shall contain the inscription "NON-DISCLOSURE AGREEMENT: COUNTERPART NO.1. TO THE COMPETENT AUTHORITY THROUGH THE SECRETARY OF THE EVALUATION COMMISSION" and "NON-DISCLOSURE AGREEMENT: COUNTERPART NO.2. TO THE COMPETENT AUTHORITY THROUGH THE SECRETARY OF THE EVALUATION COMMISSION". Following the receipt of the submitted copies of the Non-Disclosure Agreement, the secretary of the Evaluation Commission shall provide the Authorized Person with the written confirmation on such receipt.

* + 1. The Competent Authority shall, no later than one (1) Business Day after receiving the copies of the Non-Disclosure Agreement submitted by the qualified Candidate, send to the Authorized Person through the secretary of the Evaluation Commission:
			1. the notification confirming the execution of the Non-Disclosure Agreement, along with the copy of the Non-Disclosure Agreement signed by the Competent Authority for the qualified Candidate and other data which may be necessary for access to confidential information under such agreement (including the details of access to Data Room Part II according to the Data Room Rules and Procedures);
			2. the notification on refusal to sign the Non-Disclosure Agreement, along with the substantiation for such a refusal, copies of the Non-Disclosure Agreement submitted by the qualified Candidate, and indication on the expected term for receipt of the updated copies of the Non-Disclosure Agreement with necessary corrections – if the copies sent by the qualified Candidate do not comply with the requirements set out in the Non-Disclosure Agreement.

The qualified Candidate shall make its best efforts to send the updated copies of the Non-Disclosure Agreement with necessary corrections within the shortest timeframes after the receipt of the notification from the Competent Authority indicated in item (b) of this Clause 7.2.2 above, in accordance with the procedure set out in Clause 7.2.1. After the receipt of the updated copies of the Non-Disclosure Agreement, the Competent Authority may send one of the notifications indicated in items (a) and (b) of this Clause 7.2.2 to the Authorized Person through the secretary of the Evaluation Commission.

The notifications and documents indicated in items (a) and (b) of this Clause 7.2.2 shall be sent in a manner set out in Clause 5.1.1.

* + 1. The overall timeframe for conclusion of the Non-Disclosure Agreement under this Clause 7.2 shall not exceed seven (7) Business Days of the date of publication of the Qualification List.
	1. Preparatory Activities Regarding the Bidding Process
		1. The Evaluation Commission shall, no later than the tenth (10th) Business Day after the date of publication of the Qualification List, hold the meeting dedicated to preparation for the bidding process at the RFP stage. At this meeting, the Evaluation Commission shall:
			1. approve the indicative schedule for the open pre-bid meetings to be conducted under Clause 7.4;
			2. determine the preliminary dates for approval and publication of the Request for Proposal, subject to the provisions of Clause 7.5;
			3. deliberate on other matters that may be relevant for preparation for the Request for Proposal stage.

The Evaluation Commission shall publish the selected details of this meeting which are relevant for the qualified Candidates in the Data Room Part II.

* + 1. The qualified Candidates that concluded the Non-Disclosure Agreement [and paid the registration fee for admission to the RFP stage] shall be entitled to:
			1. take part in the open pre-bid meetings, as per Clause 7.4;
			2. use Data Room Part II containing confidential information and materials about the Project (including the draft RFP and draft Agreement that may be discussed at the open pre-bid meetings);
			3. [other to be specified, as may be required].
	1. Open Pre-Bid Meetings
		1. The Evaluation Commission will hold the open pre-bid meetings with the qualified Candidates for the purposes of efficient preparation for and transition to the Request for Proposal stage. The pre-bid meetings shall be dedicated to discussion of issues relating to the Draft PPP Project, including discussion of draft RFP and draft Agreement and clarification of matters pertaining to participation in the Selection Procedure at the RFP stage. Documents and information that may be discussed at the pre-bid meetings shall be published in the Data Room Part II.
		2. The first pre-bid meeting shall be held no later than the twelfth (12th) Business Day after the date of the preparatory meeting of the Evaluation Commission conducted under Clause 7.3.1. The Evaluation Commission may conduct the subsequent pre-bid meetings until approval of the RFP (as per Clause 7.5) in accordance with the indicative schedule for such meetings published in the Data Room Part II. The Evaluation Commission shall not be bound by the indicative schedule of the pre-bid meetings and may set up such meetings as may be required and appropriate for the purposes of the RFP stage.

The Evaluation Commission shall publish the announcement of the pre-bid meeting in the Data Room Part II at least four (4) days prior to the scheduled date of such meeting. The announcement shall contain the key background details about each meeting determined by the Evaluation Commission, including the scheduled date, time and location of the meeting.

* + 1. The qualified Candidates shall be entitled to participate in the pre-bid meeting subject to submission of a written notice to the Evaluation Commission within two (2) days prior to the scheduled date of the meeting. This notice shall contain:
			1. full name of an entity (qualified Candidate) submitting the notice, registration and contact details of such entity;
			2. the list of the Authorized Persons (up to five (5) persons) who wish to attend the meeting and the copies of the identity documents of such Authorized Persons;
			3. questions and/or comments regarding the Draft PPP Project (including in relation to draft RFP and draft Agreement) which the qualified Candidate would like to address at the meeting;
			4. date of the notice.

The Authorized Person shall submit the notice for participation in the pre-bid meeting to the Evaluation Commission in the manner set out in Clause 5.1.1.

* + 1. The Authorized Persons shall have the original identity documents and copies of the Authorizing Documents to be admitted to the premises of the Evaluation Commission and attend the pre-bid meeting. The Authorized Persons attending this meeting shall sign the register of the secretary of the Evaluation Commission evidencing their attendance. In case the Authorized Persons fail to attend the pre-bid meeting, the Evaluation Commission shall proceed with conducting the meeting without them and shall reflect the absence of such persons in its minutes.

Absence of the Authorized Persons at the pre-bid meeting shall not affect the validity of any such meeting.

* + 1. The Evaluation Commission may clarify the procedural details of the pre-bid meeting (such as the agenda, deliberation procedure and timeframes of the meeting) to the Authorized Persons in the announcement of such meeting and/or at the opening of such meeting. The Evaluation Commission shall not be bound by any comments regarding the Draft PPP Project received from the qualified Candidates during the pre-bid meetings, including for the purposes of approval and publication of the final version of the RFP under Clause 7.5.
		2. The Evaluation Commission shall conduct and document the outcomes of the pre-bid meetings in accordance with the applicable terms and conditions of the PPP Law, PPP Procedure and the Evaluation Commission's rules of procedure. The minutes of the open meeting shall not be signed by the Authorized Persons attending the meeting.

The Evaluation Commission may publish the selected pieces of information and documents from the pre-bid meeting, including the consolidated response to questions addressed at the meeting and the updated versions of draft RFP and draft Agreement, in the Data Room Part II after conducting such meeting (in this case all publications in the Data Room Part II should be depersonalized, i.e., should not enable identification of any information about the qualified Candidates).

* 1. Approval and Publication of the Request for Proposal
		1. The Evaluation Commission shall take decision on approval of the Request for Proposal at its closed meeting no later than the fifty fifth (55th) Business Day after the date of the preparatory meeting of the Evaluation Commission conducted under Clause 7.3.1. The Evaluation Commission shall notify the Authorized Persons of the qualified Candidates of the approval of the RFP in the manner set out in Clause 5.1.1 and/or through the Data Room Part II.
		2. The Evaluation Commission shall publish the Request for Proposal [at the official Mineconomy's website] within two (2) Business Days after the date of approval of the RFP under Clause 7.5.1. Publication of the RFP will evidence the official start of the Request for Proposal stage of the Selection Procedure for the Project.
1. MISCELLANEOUS
	1. Declaration of the Selection Procedure Void (Not Having Taken Place) and Cancellation of the Selection Procedure
		1. The Evaluation Commission shall declare the Selection Procedure at the RFQ stage void (not having taken place) in cases established in the PPP Law. For the avoidance of doubt, the Evaluation Commission shall be entitled to declare the Selection Procedure at the RFQ stage void (not having taken place) under the following circumstances:
			1. no Qualification Bid has been submitted to the Evaluation Commission prior to the Qualification Bids Submission Deadline or all Qualification Bids submitted to the Evaluation Commission have been withdrawn according to the RFQ;
			2. none of Qualification Bids submitted to the Evaluation Commission complies with the requirements of this RFQ (i.e., all Qualification Bids submitted to the Evaluation Commission have been rejected in accordance with this RFQ).
		2. In the specific case, where up to three (3) Candidates have submitted their Qualification Bids within the Qualification Bids Submission Deadline and/or less than two (2) Candidates have been qualified based on evaluation of their Qualification Bids in accordance with this RFQ, the Evaluation Commission may at its discretion take any of the following decisions:
			1. decision to republish the announcement of the selection procedure for the Project, in which case the ongoing Selection Procedure for the Project shall be cancelled (as indicated in Clause 8.1.4) and further re-launched in accordance with Applicable Law; or
			2. decision to declare the Selection Procedure void (not having taken place).
		3. The Evaluation Commission shall document its decisions taken under this Clause 8.1 in its minutes in accordance with the PPP Procedure (including as per the requirements of paragraphs 136-138 of the PPP Procedure).
		4. At any stage of the Selection Procedure, the Competent Authority may, at its own initiative or based on the proposal of the Evaluation Commission, cancel (with or without further re-launch) the Selection Procedure based on grounds provided under the Applicable Law. The Grantor's decision taken under this Clause 8.1.4 shall be published at [official source to be specified] no later than the first Business Day after the date of such a decision.
		5. None of the decisions taken by the Evaluation Commission or the Competent Authority under this Clause 8.1 shall give rise to any right or claim for compensation or indemnification of any Applicant.
	2. Costs
		1. The Candidate shall bear all costs associated with the preparation and submission of its Qualification Bid, including, without limitation, all costs and expenses related to the preparation of responses to questions or requests for clarification regarding the Qualification Bid in accordance with this RFQ.
		2. Whenever the Evaluation Commission incurs any expenses in connection with returning the Qualification Bids unopened to Candidates under this RFQ, any such expenses shall be incurred by the relevant Candidate.
		3. Rejection of the Qualification Bid, voluntary withdrawal of an Applicant from taking part in the Selection Procedure at any stage of the Selection Procedure, declaration of the Selection Procedure void (not having taken place) or cancellation of the Selection Procedure in accordance with this RFQ and Applicable Law shall not be grounds for compensating costs related to preparation and submission of Qualification Bids.
	3. Changes to the Request for Qualification
		1. The Evaluation Commission may make non-material or material changes to the RFQ during the Qualification Bids Submission Deadline.

Changes to the RFQ shall not contradict the Draft PPP Project and shall follow the principles of transparency, equality and non-discrimination.

* + 1. Material changes to the RFQ shall involve changes which significantly affect the nature, scope and requirements of the RFQ or conduct of the Selection Procedure at the RFQ stage. Material changes to the RFQ may include, particularly:
			1. changes significantly affecting general requirements to Applicants set in Annex 4 (*General Requirements to Applicants*) and/or Qualification Criteria set in Annex 5 (*Qualification Criteria*);
			2. changes significantly affecting the key participation requirements for Candidates established in the RFQ;
			3. changes significantly affecting the requirements for Qualification Bids established in the RFQ;
			4. changes significantly affecting other essential requirements of the RFQ which were determined as material changes by the Evaluation Commission.
		2. The Evaluation Commission may make and publish changes to the RFQ without extension of the Qualification Bids Submission Deadline:
			1. no later than fifteen (15) days prior to expiry of the Qualification Bids Submission Deadline – for non-material changes, or
			2. no later than thirty (30) days prior to expiry of the Qualification Bids Submission Deadline – for material changes.
		3. In case changes to the RFQ are made and published after (later than) the timeframes established in Clause 8.3.3 (for non-material and material changes respectively), the Evaluation Commission shall:
			1. extend the Qualification Bids Submission Deadline so that to provide at least fifteen (15) days for submission of Qualification Bids from the date of publication of non-material changes to the RFQ, or
			2. extend the Qualification Bids Submission Deadline so that to provide at least thirty (30) days for submission of Qualification Bids from the date of publication of material changes to the RFQ.
		4. The Evaluation Commission shall publish changes to the RFQ at [the official source to be clarified] and in the Data Room Part I on the next Business Day following the approval of such changes by the Evaluation Commission. The publication of changes to the RFQ shall include (i) the new (updated) version of the RFQ with the relevant changes, and (ii) the summary of changes to the RFQ in a separate document.
		5. The Evaluation Commission shall have the ultimate discretion in approval or rejection of changes to the RFQ, as well as in determination of whether such changes are material or non-material in accordance with this RFQ, and may consult on these matters (if required) with the Competent Authority. The Competent Authority further reserves the right to cancel the Selection Procedure (with or without further re-launch) based on review of changes to the RFQ proposed by the Evaluation Commission in accordance with Applicable Law.

#### DATA SHEET

The following data shall supplement the provisions of the Request for Qualification.

|  |  |
| --- | --- |
| **Project Name** | Project on the Biometric Passport and National ID Card issuance services |
| **Contacts of the Competent Authority** | Ministry of Internal Affairs of the Republic of ArmeniaRepublic Square, Government House 1, 0010 Yerevan, Republic of ArmeniaWebsite: [https://www.gov.am](https://www.gov.am/en/structure/285/) |
| **Contacts of the Evaluation Commission** | [To be added]. |
| **Working Schedule of the Evaluation Commission** | [To be added]. |
| **Authorized Officials for the Purposes of Communication Related to Qualification Bids** | [To be added]. |
| **Link to Data Room Part I** | [Hyperlink to be added]. |
| **Language of Qualification Bids and Language of Correspondence** | Armenian and English |
| **Number of Copies of Qualification Bids** | One (1) printed originalOne (1) printed copy Two (2) electronic copies (on USB drive) |
| **Details of the Qualification Bids Opening Session** | [Date, time and location to be added] |
| **Decree of the Government on Implementation of the Project** | [To be added]. |

#### ESTIMATED SCHEDULE

[to be confirmed after market sounding]

|  |  |
| --- | --- |
| Activity | Target Date/Period |
| Announcement of the Selection Procedure | Publication date of the Announcement [at Mineconomy's official website] (the "**Announcement Date**") |
| Clarification requests regarding Qualification Bids  | From the Announcement Date until the Qualification Bids Submission Deadline  |
| Communication of responses to clarification requests regarding Qualification Bids  | During 5 Business Days and no longer than 20 Business Days from the receipt of each request |
| Open meetings regarding Qualification Bids | First meeting: Announcement Date + 10 Business DaysSecond meeting (indicative, non-binding): Announcement Date + 20 Business DaysAny subsequent meetings (indicative, non-binding): Announcement Date + no later than 5 days until expiry of Qualification Bids Submission Deadline |
| Qualification Bids Submission Deadline | Announcement Date + 40 days  |
| Opening of Qualification Bids | Qualification Bids Submission Deadline + next Business Day (the "**Opening Date**") |
| Qualification Bids Evaluation Deadline | Opening Date + 30 days |
| Publication of the Qualification List | Qualification Bids Evaluation Deadline + 5 Business Days (the "**Qualification List Date**") |
| Conclusion of Non-Disclosure Agreements with qualified Candidates | Qualification List Date + 7 Business Days |
| Preparatory meeting of the Evaluation Commission for the RFP stage | Qualification List Date + 10 Business Days (the "**Preparatory Meeting Date**") |
| Open pre-bid meetings | First meeting: Preparatory Meeting Date + 12 Business DaysSubsequent meetings: as per indicative non-binding schedule to be placed in Data Room Part II |
| Approval of the RFP | Preparatory Meeting Date + 55 Business Days (the "**RFP Approval Date**") |
| Publication of the RFP | RFP Approval Date + 2 Business Days |

*This Estimated Schedule is indicative and is presented for the purposes of the RFQ stage only. The estimated timetable for the RFP stage will be presented in the Request for Proposal intended for the Qualified Applicants.*

#### KEY PROVISIONS OF THE PROJECT

The information provided below reflects the key provisions (elements) of the Project and shall supplement the contents of the Request for Qualification. The description of the key provisions (elements) of the Project is prepared based on the business case for the Project developed in accordance with the Applicable Law.

**1. INTRODUCTION**

The Government of Armenia (GoA) represented by the Ministry of Internal Affairs aims to conclude a PPP agreement on issuing new Biometric Passports (Passports) and Electronic Identity Cards (ID cards). The PPP contract will be signed for 10 years [to be decided after market sounding] between the appointed body by the Ministry of Internal Affairs (Contracting Authority) and the winner of the Selection Procedure (Private Partner / Service Provider).

**2. PROJECT OVERVIEW**

**2.1. Goals and objectives**

The main goal of the Project is to support Armenia's digital transformation via facilitating the establishment of long-term public-private partnership for issuance and distribution of biometric passports and ID cards. Key objectives are focused on the following aspects:

1. Set new world class standards for the citizen experience and service quality, including reducing waiting time, lead time to issue travel and identity documents, setting new customer service standards in service stations as well as upgrading physical conditions of the facilities to the best international standards.

2. Increase uptake and usage of secure and global standards compliant travel and identity documents, enabling development of digital society in Armenia, incl. increased uptake of advances eServices and other automation opportunities (e.g., identity verification for voting, automated border crossing, etc.).

3. Replace outdated IT infrastructure to improve process security, efficiency and manage operational risks related to legacy solutions as well as adopting innovative solutions by continuously aligning it with industry best standards.

**2.2. Scope of the Project and envisaged operating model**

The object of the Selection Procedure is the managed end-to-end services for supplying the citizens with secured identity and travel documents. The PPP contract will be signed for 10 years [to be decided after market sounding] between the appointed body by the Ministry of Internal Affairs (Contracting Authority) and the winner of the Selection Procedure (the Service Provider).

The scope of the contract includes end-to-end managed services in relation to issuance of Passports and ID cards, including but not limited to:

1. Design, implementation, operations and maintained (O&M) of the physical infrastructure

2. Design, implementation, and O&M of integrated Identity and Document Management Information System (IDMIS), including all hardware, software, and equipment necessary to provide citizens with travel and identity documents from booking an appointment to document delivery to citizen.

3. Design and delivery of enrolment operations (end-to-end front office customer service operations from pre-enrolment to document issuance (delivery) to citizen, incl. all the necessary resources and supporting processes).

4. Design and delivery of personalization operations (end-to-end service from personalization request to document delivery to citizen, incl. all the necessary resources supporting processes).

5. Design, production, and supply (logistics) operations of travel and identity document blanks.

**3. BUSINESS MODEL**

**3.1. Organisational setup**

The Selection Procedure and the Project will be organised on a PPP basis, following the requirements of the PPP Law, involving a Private Partner and a Public Partner. The following roles and responsibilities will be assigned during the Project period:

• Service Provider (Private Partner) – to be selected by organising a Selection Procedure defined in the PPP Law

• Contracting Authority (Public Partner) – Ministry of Internal Affairs (MIA)

• Beneficiaries – Migration and Citizenship Service of the MIA and MFA. MFA responsibilities – providing services for the Armenian consulates and embassies in foreign countries and supervising foreign missions

• Certification Authority (CA) – to be appointed by the GoA

• GoA Contract Monitoring Committee will be established to supervise the Project

**3.2. Overview of services**

It is expected that non-biometric travel and identity documents will be replaced with secure biometric documents upon the implementation of the Project. Additionally, three new types of documents are foreseen to be introduced to the market – Service Passport, Non-Residents, and Foreign Citizens’ ID card.

The Private Partner is expected to provide the citizens of Armenia and foreigners, where applicable, the following types of services (associated types of documents and the document validity periods are presented in Table A below).

**Table A. Types of services and demand estimations**

| **No.** | **Type of services** | **Document type[[1]](#footnote-2)** | **Document validity, years** | **Projected quantity (9-year operational phase)** |
| --- | --- | --- | --- | --- |
| **I.** | **Passports** |
| **1.** | Biometric Passport of the citizen of the Republic of Armenia (Regular) | ID3 | 10 | 2 000 000 |
| **2.** | Biometric Passport of the citizen of the Republic of Armenia (Diplomatic) | ID3 | 5 | 5 000 |
| **3.** | Service Passport of the citizen of the Republic of Armenia | ID3 | 5 | 10 000 |
| **4.** | 1951 Refugee Convention Travel Document | ID3 | 10 | 10 000 |
| **5.** | 1954 Stateless Persons Convention Travel Document | ID3 | 5 | 10 000 |
| **Total (passports):** | **2 035 000** |
| **II.** | **ID cards** |
| **6.** | Electronic Identification Card of the citizen of the Republic of Armenia | ID1 | 5 | 4 206 671 |
| **7.** | Residence Permit Electronic Card of the Republic of Armenia | ID1 | 1 or 5 years | 144 444 |
| **8.** | Refugee’s Electronic Identification Card of the Republic of Armenia | ID1 | 5 | 14 444 |
| **9.** | Stateless Persons Electronic Identification Card | ID1 | 5 | 14 444 |
| **10.** | Foreign Diplomats Electronic Identification Card | ID1 | 5 | 14 444 |
| **11.** | Non-Residents and Foreign Citizens Electronic Identification Card of the Republic of Armenia | ID1 | 5 | 7 222 |
| **Total (ID cards):** | **4 401 671** |
| **III.** | **Specimens and tests** |
| **12.** | Specimens | ID3 | NA | 2 500[[2]](#footnote-3) |
| **13.** | Specimens | ID1 | NA | 3 0006 |
| **14.** | Test (white cards with electronic functionalities) | ID1 | NA | 1 000 |
| **Total (specimens and tests):** | **2 000** |
| **Total:** | **6 438 671** |

The new generation ID1 ID card format card shall comprise the latest achievements in identity card technology and security.

The new generation ID3 travel document booklet technology and security shall comprise the latest achievements in ICAO Doc 9303.

#### GENERAL REQUIREMENTS TO APPLICANTS

1. No Applicant may qualify if such Applicant or any Consortium Member (in case the Applicant participates is a Consortium), owns more than 5% of the shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Applicant or Consortium Member of another Applicant participating in the Selection Procedure as a Consortium, or any of their respective Related Companies. This requirement does not apply to the relationships between the SPV and its shareholders, as provided in Clause 2.3.
2. No Applicant may qualify if any of its Officers or if any Officer of a Consortium Member (in case the Applicant is a Consortium) is the Officer of the board of directors (or equivalent body) of another Applicant or Consortium Member of another Applicant participating in the Selection Procedure as a Consortium.
3. No Applicant may qualify if any officers, employees, agents, advisors or external consultants of the Competent Authority or the Evaluation Commission hold any shares in that Applicant or in any Related Company or Third Party Individual of that Applicant or, in case the Applicant is a Consortium, in any Consortium Member or any Related Company of any Consortium Member. Furthermore, no Applicant, no Applicant’s Related Company, no Applicant’s Third Party Individual, no Consortium Member or Related Company of a Consortium Member may have a Potential Conflict of Interest or Real Conflict of Interest with any member of the Government or member of any agency of the Government involved in any way in the Selection Procedure that may put the relevant Applicant in a position to have access to information that could confer an advantage or to influence the results of the Selection Procedure.
4. No Applicant may qualify if such Applicant, its Related Company, Third Party Individual or, in case the Applicant is a Consortium, if any Consortium Member or any Related Company of any Consortium Member is subject to sanctions imposed under the Applicable Law or international law, or international sanctions recognized by Armenia.
5. No Applicant may qualify if such Applicant or, in case the Applicant is a Consortium, if any Consortium Member (other than the Lead Member's Related Company) is a state or local self-government authority under the laws of its country of residence. [For the avoidance of any doubt, this requirement does not apply to the Applicant's Related Companies, including the Related Companies of the Lead Member (in case the Applicant is a Consortium).]
6. No Applicant may qualify if such Applicant or, in case the Applicant is a Consortium, if any Consortium Member is subject to restrictions provided in item 5 of Article 2(1) of the PPP Law.
7. [No Applicant may qualify if under the Applicable Law such Applicant, its Related Company, Third Party Individual or, in case the Applicant is a Consortium, if any Consortium Member is a state-owned enterprise where the state has significant Control through full, majority, or significant minority ownership.] [To be confirmed by GoA based on market sounding results]
8. No Applicant may qualify if such Applicant, its Related Company, Third Party Individual or, in case the Applicant is a Consortium, if any Consortium Member is subject to any ground for exclusion from participation in the Selection Procedure provided in paragraph 47 of the PPP Procedure. In addition to this, no Applicant may qualify if such Applicant intentionally provided false information in its Qualification Bid submitted under this RFQ.
9. An Applicant should not have in the five (5) years preceding the publication date of the Announcement any proved evidence of non-performance or improper performance of obligations under material agreements which it has concluded in relation to state-owned property or assets. For the purposes of this paragraph 9:
10. "material agreements in relation to state-owned property or assets" shall refer to agreements (such as lease, concession, property management, or joint activity agreements) for using or operating (i) state-owned enterprises or their structural units, or (ii) separate real estate assets of state ownership, or (iii) groups of assets (inventory items) of state ownership, whose value (each contract) is no less than AMD two (2) billion (or its equivalent in a foreign currency according to the official exchange rate of AMD to the respective foreign currency established by the Central Bank of Armenia as of the publication date of the Announcement);
11. "proved evidence of non-performance or improper performance" of material agreements in relation to state-owned property or assets shall refer to (i) final and effective court decisions which have legal effect as of the Qualification Bid submission date and which terminated the relevant agreement due to Candidate's non-performance or improper performance of the agreement, and/or (ii) imposition of financial penalties on the Applicant due to the Applicant’s non-performance or improper performance of its contractual obligations (based on a court decision or amicable agreement between the parties to the agreement), or (iii) early termination of the relevant agreement based on mutual consent of the parties due to the Candidate's non-performance or improper performance of its obligations.

If the Applicant relies on Third Party Individuals to meet the Qualification Criteria, the provisions of this paragraph 9 shall also apply to the relevant Third Party Individuals of such Applicant. If the Applicant is a Consortium and relies on Consortium Members to meet the Qualification Criteria, the provisions of this paragraph 8 shall also apply to the relevant Consortium Members.

#### QUALIFICATION CRITERIA

1. **Financial and economical capacity сriteria**

Documents which should be provided to evidence conformity with the financial criteria are enlisted in paragraph 2.1 of section 2 of Annex 6 (*Content of Qualification Bid*).

The Candidate must demonstrate conformity with the financial criterion No 1.1 and at least one of the financial criteria Nos. 1.2- 1.4 listed below.

* 1. **Financial Criterion No.1.1 ─ Financial Soundness**

The Candidate's audited financial statements for the last confirmed three (3) financial years should demonstrate the current soundness of the Candidate's financial position and its prospective long-term profitability. The last confirmed financial year shall mean the last financial year or next to last financial year (if the audit results for the last financial year are not yet available) confirmed with the audit report.

To comply with this financial criterion No. 1.1:

1. Candidate's net worth calculated as the difference between total assets and total liabilities should be positive.
2. Candidate should not have a "going concern notice" in its most recent audited financial statements provided to meet this financial criterion No. 1.1.

If a Candidate is a Consortium and relies on the Consortium Members for conformity with any of the financial criteria Nos. 1.2- 1.4 listed below, the requirements of this financial criterion No. 1.1 should be also met by the Consortium Members.

* 1. **Financial Criterion No.1.2 ─ Equity**

The Candidate or if the Candidate is a Consortium, the Lead Member and all Consortium Members in aggregate, shall have had Equity of at least USD 10,000,000 or equivalent in AMD (according to the official USD-AMD exchange rate established by the Central Bank of Armenia) at the end of each of the last confirmed three (3) financial years. The last confirmed financial year shall mean the last financial year or next to last financial year (if the audit results for the last financial year are not yet available) confirmed with the audit report.

For the purposes of this financial criterion No. 1.2:

1. The Candidate’s existing long-term Debt / Equity should not be more than 1.5.
2. "Debt" shall mean the amount of money owed by a Candidate to its lenders along with the interest.
3. "Equity" shall mean the difference between the value of all assets and the value of all liabilities as represented by share capital, retained earnings, reserves and other forms of the Candidate’s equity.
	1. **Financial Criterion No.1.3 ─ Free Cash Flow**

The Candidate or if the Candidate is a Consortium, the Lead Member and all Consortium Members in aggregate, shall have had Free Cash Flow of at least USD 10,000,000 or equivalent in AMD (according to the official USD-AMD exchange rate established by the Central Bank of Armenia) for each of the last confirmed three (3) financial years. The last confirmed financial year shall mean the last financial year or next to last financial year (if the audit results for the last financial year are not yet available) confirmed with the audit report.

For the purposes of this financial criterion No. 1.3, the "Free Cash Flow" shall mean cash available net of all required investments in working capital.

* 1. **Financial Criterion No.1.4 ─ Evidence of Available Sources of Financing**

The Candidate or if the Candidate is a Consortium, the Lead Member and all Consortium Members in aggregate, shall demonstrate the ability to finance the investment requirements for the Project and one year cash-flow requirement of USD 30,000,000. This ability could be demonstrated by one or both of the below:

1. evidence of liquid investable funds, such as bank deposits or security holdings free of any liens, in the amount equivalent to USD 30,000,000 or equivalent in AMD (according to the official USD-AMD exchange rate established by the Central Bank of Armenia);
2. support letter(s) from a bank or banks showing commitment to lend to the Candidate or to the Candidate and all Consortium Members the amount equivalent to USD 30,000,000 or equivalent in AMD (according to the official USD-AMD exchange rate established by the Central Bank of Armenia). The support letter(s) must show commitment by the bank or banks to issue all letters of credit and bank guarantees required by the Agreement.

Evidence of available sources of financing referred to in clause (b) above shall not be provided by banks that are not Reliable Banks as per Annex 8 (*Requirements to Reliable Banks*).

1. **Technical and professional capacity criteria**

Documents which should be provided to evidence conformity with the technical and professional capacity criteria are enlisted in paragraph 2.2 of section 2 of Annex 6 (*Content of Qualification Bid*).

The Candidate must demonstrate conformity with both technical and professional capacity criteria listed in paragraphs 2.1 and 2.2 below, in accordance with their substantive requirements.

* 1. **Technical and Professional Capacity Criterion No.2.1 ─ Technical Experience**

The Candidate should have the experience in completing the projects that involve the following activities (the "**Reference Projects**"):

1. Implementation of end-to-end system (software, hardware, and equipment) for ID cards’ and biometric passports’ applications management, biometric data enrolment, document personalization, document issuance and document life cycle support. For this Reference Project, the Candidate should be able to demonstrate (upon request) its citizen identity, ID card and passport management software used at a site where the relevant end-to-end systems were deployed.
2. Designing, producing, and personalizing (providing managed service) ID cards, including eIDAS compliant QSCD chips, supporting certificates for authentication and qualified electronic signatures, production of which is at least 300 thousand units annually.
3. Designing, producing, and personalizing (providing managed service) ICAO 9303 compliant machine-readable biometric passports, including eMRTD with fingerprint management protected by EAC (Extended Access Control) as per European regulation, production of which is at least 150 thousand units annually.
4. Establishing and operating a secure, certified (ISO 9001, ISO 27001) facility for the personalization of identity and travel documents.

The Candidate also may (but not necessarily should) demonstrate experience in completing the following additional Reference Projects:

1. Designing geographical network of customer service stations and implementing refurbishment of customer service stations for ID card and passport application, enrolment, and issuance.
2. Providing managed service (via PPP or other type of framework) of ID card and passport application, enrolment, and issuance customer service for at least 5 years.

For the avoidance of doubt, in case a Candidate does not show the additional Reference Projects indicated in items (e)-(f) above, this will not qualify as non-conformity with this technical and professional capacity criterion No. 2.1 and will not be the ground for rejection of such Candidate's Qualification Bid.

This technical and professional capacity criterion No. 2.1 should be subject to the following requirements:

1. The Candidate should demonstrate experience in completing all Reference Projects indicated in items (a)-(d) above.
2. Any Reference Project indicated in items (a)-(f) above should be completed no later than the past five (5) years before the publication date of the Announcement. If a Reference Project is still ongoing as of the date of submission of a Qualification Bid, the completed part of such Reference Project should cover the scope of work and meet the requirements provided in the description of the relevant Reference Project in items (a)-(f) above.
3. Any Reference Project indicated in items (a)-(f) above should not involve any proved evidence of non-performance or improper performance. The "proved evidence of non-performance or improper performance" shall refer to any of the following:
4. final and effective court decisions which have legal effect as of the Qualification Bid submission date and which terminated the relevant Reference Project due to Candidate's (or Consortium Member's, if the Candidate relies on them in the case of permitted reliance indicated in paragraph 6) below) non-performance or improper performance of the Reference Project;
5. imposition of financial penalties on the Candidate (or Consortium Member, if the Candidate relies on them in the case of permitted reliance indicated in paragraph 6) below) due to the non-performance or improper performance of obligations under the Reference Project (based on a court decision or amicable agreement);
6. early termination of the relevant Reference Project based on mutual consent of the parties due to the Candidate's (or Consortium Member's, if the Candidate relies on them in the case of permitted reliance indicated in paragraph 6) below) non-performance or improper performance of its obligations under the Reference Project.
7. Reference Projects indicated in items (a)-(d) above should have been completed, in aggregate, in at least three (3) countries, out of which at least one (1) Reference Project should have been completed in the European Economic Area.
8. The Candidate or the Lead Member (if the Candidate is a Consortium) should demonstrate experience in completing at least one (1) of the Reference Projects indicated in items (a)-(c) above on a standalone basis.
9. Subject to compliance with the requirement set in paragraph 5), the Candidate may rely on Consortium Members (if the Candidate is a Consortium) to demonstrate experience in completing other Reference Projects indicated in items (a)-(f) above.
10. The Candidate's or Lead Member's (or Consortium Member's, if the Candidate relies on them in the case of permitted reliance indicated in paragraph 6) above) share in completion of each Reference Project that was provided to show conformity with the technical and professional capacity criterion No. 2.1 shall be no less than 50%. [Share to be confirmed based on market sounding results.]
	1. **Technical and Professional Capacity Criterion No.2.2 ─ Production Capacities**

The Candidate should have dedicated, secure and certified facilities for the production of identity documents’ blanks(the "**Production Facilities**"). The Production Facilities should meet the following requirements:

1. At least two (2) Production Facilities should be certified under ISO 9001, ISO 14001, ISO 27001, and Intergraph (ISO 14298 – Governmental level).
2. At least two (2) Production Facilities should be located in any of the following: the EU, the UK, the US, Canada, any of the Advanced Asian countries (as defined by the International Monetary Fund)[[3]](#footnote-4).

[Bumber of production facilities to be confirmed based on market sounding results.]

The Candidate may rely on Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this technical and professional capacity criterion No. 2.2.

1. **Experts criteria**

The Candidate should have experts with qualifications and experience necessary to implement the Project, as detailed further below (the "**Experts**").

The Candidate must demonstrate conformity with all Experts criteria listed in paragraphs 3.1-3.6 below, in accordance with their substantive requirements.

The Candidate should have at least three (3) Experts.

If one person fully meets the requirements for several (two or more) positions of Experts indicated in paragraphs 3.1-3.5 below, such person may simultaneously cover the relevant several (two or more) Expert positions.

Several (two or more) persons may jointly cover one Expert position indicated in paragraphs 3.1-3.5 below. In this case, each person should comply with the requirement to English knowledge at the level of working proficiency. Total amount of Experts shall not exceed 10 (ten) persons.

Documents which should be provided to evidence conformity with the Experts criteria are enlisted in paragraph 2.3 of section 2 of Annex 6 (*Content of Qualification Bid*).

* 1. **Experts Criterion No.3.1 ─ Project Manager**

The Candidate should have the Project manager conforming to the following requirements:

* + - 1. More than 10 years of general professional experience in the engineering and/or IT system and/or identity management and/or secure printing field
			2. More than 5 years of experience in managing projects in the field of biometric travel and/or identity document and/or system implementation
			3. Project management certification (PMP, Prince 2, CompTIA Project+, Agile / SCRUM or equivalent)
			4. Knowledge of English at the level of working proficiency: at least B2 English (Upper Intermediate) according to the Common European Framework of Reference for Languages (CEFRL) or the equivalent English language level according to other internationally recognized standards
			5. Academic degree awarded by a university or an equivalent institution, or 5 years of equivalent relevant professional experience (in addition to the required years of general professional experience) ]
			6. Value added (optional): international experience in the areas indicated in items (a)-(b) above

The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.1.

* 1. **Experts Criterion No.3.2 ─ IT System Security Specialist**

The Candidate should have the IT system security specialist conforming to the following requirements:

* + - 1. More than 7 years of general professional experience in the engineering and/or IT system and/or identity management and/or secure printing field
			2. More than 3 years of experience in the information system security field of biometric data and/or identity management
			3. Certification of CISM (Certified Information Security Manager), CISSP (Certified Information Systems Security Professional) or equivalent certificates
			4. Knowledge of English at the level of working proficiency: at least B2 English (Upper Intermediate) according to the Common European Framework of Reference for Languages (CEFRL) or the equivalent English language level according to other internationally recognized standards
			5. Academic degree awarded by a university or an equivalent institution, or 5 years of equivalent relevant professional experience (in addition to the required years of general professional experience)

The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.2.

* 1. **Experts Criterion No.3.3 ─ IT System Architect**

The Candidate should have the IT system security specialist conforming to the following requirements:

* + - 1. More than 7 years of general professional experience in the engineering and/or IT system and/or identity management and/or secure printing field
			2. Experience in performing at least 1 project of personalization system / equipment implementation
			3. Experience in performing at least 1 project in biometric data enrolment system / equipment implantation
			4. Experience in performing at least 1 project with biometric database and biometric data matching system implementation
			5. Knowledge of English at the level of working proficiency: at least B2 English (Upper Intermediate) according to the Common European Framework of Reference for Languages (CEFRL) or the equivalent English language level according to other internationally recognized standards
			6. Academic degree awarded by a university or an equivalent institution, or 5 years of equivalent relevant professional experience (in addition to the required years of general professional experience)
			7. Value added (optional): demonstrated experience and knowledge in technological and standardisation evolutions / innovations in the field

The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.3.

* 1. **Experts Criterion No.3.4 ─ Public Service Design Specialist**

The Candidate should have the public service design specialist conforming to the following requirements:

* + - 1. More than 7 years of general professional experience in the public sector/eGovernment, customer service improvement and/or service delivery model and process design
			2. More than 3 years of experience in queues and/or workforce demand management
			3. Experience in performing at least 1 project of customer service centre geographic network optimization and/or design
			4. Knowledge of English at the level of working proficiency: at least B2 English (Upper Intermediate) according to the Common European Framework of Reference for Languages (CEFRL) or the equivalent English language level according to other internationally recognized standards
			5. Academic degree awarded by a university or an equivalent institution, or 5 years of equivalent relevant professional experience (in addition to the required years of general professional experience)
			6. Value added (optional): experience in travel and/or identity document biometric data enrolment service model and process design

The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.4.

* 1. **Experts Criterion No.3.5 ─ Biometric Passport and ID Card Specialist**

The Candidate should have the biometric and passport ID card specialist conforming to the following requirements:

* + - 1. More than 7 years of general professional experience in the engineering and/or IT system and/or identity management and/or secure printing field
			2. More than 3 years of experience in travel and identity document security features design and / or document quality management
			3. More than 3 years of experience in ID card applet and middleware design and/or implementation and/or support
			4. Experience in performing at least 1 project designing eID card, supporting qualified signature creation device, compliant with eIDAS requirements
			5. Experience in performing at least 1 project supporting government in building ICAO membership related capabilities
			6. Knowledge of English at the level of working proficiency: at least B2 English (Upper Intermediate) according to the Common European Framework of Reference for Languages (CEFRL) or the equivalent English language level according to other internationally recognized standards
			7. Academic degree awarded by a university or an equivalent institution, or 5 years of equivalent relevant professional experience (in addition to the required years of general professional experience)
			8. Value added (optional): demonstrated experience and knowledge in technological and standardisation evolutions/innovations of the biometric passports and ID cards

The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.5.

* 1. **Experts Criterion No.3.6 ─ Pool of Project-Related Experts**

The Candidate should show the team of Project-related Experts that collectively have experience in the following areas:

* + - 1. Biometric passport security features design and document quality management
			2. ID card security features design and document quality management
			3. eIDAS certification
			4. IT system security
			5. Personalization system / equipment implementation
			6. Biometric data enrolment system / equipment implantation
			7. Biometric database and biometric data matching system implementation
			8. Public sector / eGovernment, customer service improvement and/or service delivery
			9. Queues and workforce demand management
			10. Customer service centre geographic network optimization and/or design
			11. ICAO membership
			12. Project management and administrative support

For the purposes of this Experts criterion No. 3.6:

1. Experts indicated in paragraphs 3.1-3.5 above may cover the experience for this Experts criterion No. 3.6.
2. One and the same Expert may cover several areas of experience for this Experts criterion No. 3.6.
3. The Candidate may rely on Third Party Individuals and/or Consortium Members (if the Candidate is a Consortium) to demonstrate conformity with this Experts criterion No. 3.6.

#### CONTENT OF QUALIFICATION BID

Qualification Bid shall contain the following documents, presented in 2 separate parts as follows:

|  |  |
| --- | --- |
| **Part** | **Description** |
| Part I | **Qualification Bid Form and Documents Demonstrating Compliance with General Requirements to Applicants** required under section 1 of this Annex 6 *(Content of Qualification Bid)* |
| Part II | **Documents Demonstrating Compliance with Qualification Criteria** required under section 2 of this Annex 6 (*Content of Qualification* *Bid*). |

Unless this Annex 6 (*Content of Qualification Bid*) stipulates otherwise, the Qualification Bids shall be prepared and formalized in accordance with the following requirements:

1. All documents composing the Qualification Bid shall be in "A4" or "Letter" size format.
2. Copies of constituent documents and copies of other official documents issued by Armenian authorities which are submitted as part of the Qualification Bid regarding the residents (the Candidates, Consortium Members or Third Party Individuals) under Annex 6 (*Content of Qualification Bid*) shall be notarized in accordance with the Applicable Law.
3. Documents which are submitted as part of the Qualification Bid regarding the residents (the Candidates, Consortium Members or Third Party Individuals) under Annex 6 (*Content of Qualification Bid*) and which are not subject to notarization requirements shall be certified by the Authorized Person.
4. Copies of constituent documents and copies of other official documents issued by competent authorities which are submitted as part of the Qualification Bid regarding the non-residents (the Candidates, Consortium Members or Third Party Individuals) under Annex 6 (*Content of Qualification Bid*), shall be legalized and notarized under the applicable law of the jurisdiction to which the relevant non-resident belongs.
5. Documents in a foreign language (other than Armenian or English) which are submitted as part of the Qualification Bid in accordance with Annex 6 (*Content of Qualification Bid*) shall be translated into Armenian and English by a certified translator.
6. Translation of documents indicated in item (e) above into the Armenian and English languages shall be notarized and apostilled (in case of documents sent from the countries that have ratified the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents; if the country is not a member of this Convention, the legalization of the relevant documents shall be done through consular means).

Specific requirements in relation to each document which comprises the Qualification Bid are further set out in this Annex 6 (*Content of Qualification Bid*).

1. **Part I ─ Qualification Bid Form and Documents Demonstrating Compliance with General Requirements to Applicants**
	1. In Part I of the Qualification Bid, each Candidate shall provide the documents indicated below (as the case may be).**Resident Legal Entities (Not Part of a Consortium)**
2. Qualification Bid form in Armenian and English signed by the Candidate as per the sample attached hereto as Form A *(Qualification Bid Form)* given in this Annex 6 (*Content of Qualification Bid*).
3. Authorizing Documents:
* a written power of attorney satisfying the requirements to content of the power of attorney set out in Form B (*Content Requirements for Power of Attorney*). The power of attorney shall indicate the powers of the Authorized Person(s) to sign the Qualification Bid and to represent the Applicant in connection with the Selection Procedure under the Project;
* other documents (e.g., decision of the board of directors, other equivalent decision of the managing bodies), duly notarized, that clearly confirm the authority of the Authorized Person(s) to represent the Applicant and set forth at least the same scope of authority as that indicated in Form B (*Content Requirements for Power of Attorney*);
* copies of the identification documents of the Authorized Persons.
1. Basic information about the Candidate, as detailed in Form C (*Basic Information Form*) of this Annex 6 (*Content of Qualification Bid*), including an up-to-date list of the Candidate's shareholders which own more than 1% of the Candidate's shares, the Candidate's Related Companies and Beneficial Owners, as well as the Candidate’s shareholding structure and the list of the Candidate’s Authorized Persons.
2. Notarized copy of the charter or other establishment document, including all amendments.
3. Certificate from the Agency of State Register of the Legal Entities of Armenia issued not earlier than thirty (30) days before submission of the Qualification Bid.
4. Certificate from the Judicial Department of Armenia issued not earlier than thirty (30) days before submission of the Qualification Bid.
5. Affidavit, detailed in Form D (*Affidavit*) given in this Annex 6 (*Content of Qualification Bid*), confirming that:
* the Candidate is compliant with the requirements stipulated in paragraph 47 of the PPP Procedure;
* the Candidate is authorized to participate in the Selection Procedure and submit the documents required for such participation;
* the Candidate bears responsibility in case of submission of incorrect or false documents, information and data during the Selection Procedure;
* the Candidate does not fall under any other restrictions set out in Annex 4 (*General Requirements to Applicants*).
	1. **Non-resident Legal Entities (Not Part of a Consortium)**
1. Qualification Bid form in Armenian and English signed by the Candidate as per the sample attached hereto as Form A *(Qualification Bid Form)* given in this Annex 6 (*Content of Qualification Bid*).
2. Authorizing Documents:
* a written power of attorney satisfying the requirements to content of the power of attorney set out in Form B (*Content Requirements for Power of Attorney*), duly notarized, legalized, and translated into Armenian and English. The power of attorney shall indicate the powers of the Authorized Person(s) to sign the Qualification Bid and to represent the Applicant in connection with the Selection Procedure under the Project;
* other documents (e.g., decision of the board of directors, other equivalent decision of the managing bodies), duly notarized, legalized and translated into Armenian and English that clearly confirm the authority of the Authorized Person(s) to represent the Applicant and set out at least the same scope of authority as that indicated in Form B (*Content Requirements for Power of Attorney*);
* copies of the identification documents of the Authorized Persons, duly notarized, legalized and translated into Armenian and English.
1. Basic information about the Candidate in Armenian and English, as detailed in Form C (*Basic Information Form*) of this Annex 6 (*Content of Qualification Bid*), including an up-to-date list of the Candidate's shareholders which own more than 1% of the Candidate's shares, the Candidate's Related Companies and Beneficial Owners, as well as the Candidate's shareholding structure and the list of the Candidate's Authorized Persons.
2. Copy of the charter or other establishment document, including all amendments, duly notarized, legalized, and translated into Armenian and English.
3. Copy of the official document issued by the competent authority in the Candidate's jurisdiction or by the Candidate's secretary confirming the good legal standing of the Candidate, duly notarized, legalized, and translated into Armenian and English.
4. Copy of the incorporation certificate or equivalent document (e.g., extract from the business or trade register), duly notarized, legalized and translated into Armenian and English.
5. Affidavit in Armenian and English, detailed in Form D (*Affidavit*) given in this Annex 6 (*Content of Qualification Bid*), confirming that:
* the Candidate is compliant with the requirements stipulated in paragraph 47 of the PPP Procedure;
* the Candidate is authorized to participate in the Selection Procedure and submit the documents required for such participation;
* the Candidate bears responsibility in case of submission of incorrect or false documents, information and data during the Selection Procedure;
* the Candidate does not fall under any other restrictions set out in Annex 4 (*General Requirements to Applicants*).
	1. **Consortia**
1. Qualification Bid form in Armenian and English signed by the Lead Member as per the sample attached hereto as Form A (*Qualification Bid Form*) given in this Annex 6 (*Content of Qualification Bid*).
2. Authorizing Documents of all Consortium Members:
* a written power of attorney satisfying the requirements to the content of the power of attorney set out in Form B (*Content Requirements for Power of Attorney*), duly notarized, indicating that the Authorized Person(s) has(ve) the authority to represent the Consortium Member in connection with the Selection Procedure under the Project;
* other documents (e.g., decision of the board of directors, other equivalent decision of the managing bodies), duly notarized, that clearly confirm the authority of the Authorized Person(s) to represent the Consortium Member in connection with the Selection Procedure under the Project and set forth at least the same scope of authority as that indicated in Form B (*Content Requirements for Power of Attorney*);
* copies of the identification documents of the Authorized Persons.

The Authorizing Documents and copies of the identification documents of the Authorized Persons of non-resident Consortium Members shall be duly notarized, legalized, and translated into Armenian and English.

1. Basic information about each Consortium Member in Armenian and English, as detailed in Form C (*Basic Information Form*) of this Annex 6 (*Content of Qualification Bid*), including an up-to-date list of shareholders that own more than 1% of each Consortium Member's shares, Related Companies and Beneficial Owners of each Consortium Member, ownership structure of each Consortium Member and the list of Authorized Persons of each Consortium Member.
2. Copy of the charter or other establishment document of each non-resident Consortium Member, including all amendments, duly notarized, legalized and translated into Armenian and English.
3. Copy of the incorporation certificate or equivalent document (e.g., extract from the business or trade register) of each non-resident Consortium Member, duly notarized, legalized and translated into Armenian and English.
4. For each non-resident Consortium Member, copy of the official document issued by the competent authority in the Consortium Member's jurisdiction or by the Consortium Member's secretary confirming good legal standing of the non-resident Consortium Member, duly notarized, legalized and translated into Armenian and English.
5. Notarized copy of the charter or other establishment document of each resident Consortium Member, including all amendments.
6. Certificate from the Agency of State Register of the Legal Entities of Armenia of each resident Consortium Member issued not earlier than thirty (30) days before submission of the Qualification Bid.
7. Certificate from the Judicial Department of Armenia of each resident Consortium Member issued not earlier than thirty (30) days before submission of the Qualification Bid.
8. Copy of the consortium agreement, duly notarized and containing (at the minimum) the following provisions:
* indication of the Lead Member and the Lead Member's authority to represent and irrevocably bind all Consortium Members in all matters related to the Selection Procedure, including the submission of the Qualification Bid on behalf of the Consortium;
* indication of other Consortium Members and undertaking of each Consortium Member to jointly cooperate with other Consortium Members with regard to the Consortium's participation in the Selection Procedure and, should the Consortium become the winner of the Selection Procedure, to jointly implement the Project and comply with the terms and conditions of the Agreement;
* the shareholding of each Consortium Member in the future Project Company, subject to the requirements set in Clauses 2.1.3 and 2.4 of the RFQ;
* the key shareholding conditions (certified rights, privileges and restrictions) that will not be amended at the moment of conclusion of the Agreement (should Consortium be determined as the winner of the Selection Procedure).

Copy of the consortium agreement in a foreign language (other than Armenian or English) shall be duly notarized, legalized, and translated into Armenian and English.

1. An Affidavit in Armenian and English from each Consortium Member, detailed in Form D (*Affidavit*) given in this Annex 6 (*Content of Qualification Bid*), and confirming that:
* the Consortium Member is compliant with the requirements stipulated in paragraph 47 of the PPP Procedure;
* the Consortium Member is authorized to participate in the Selection Procedure and submit the documents required for such participation;
* the Consortium Member bears responsibility in case of submission of incorrect or false documents, information and data during the Selection Procedure;
* the Consortium Member does not fall under any other restrictions applicable to Consortium Members and set out in Annex 4 (*General Requirements to Applicants*).

The Affidavit signed by the Lead Member shall refer in the statements indicated above to all Consortium Members (including the Lead Member), while the Affidavits signed by the other Consortium Members shall refer in the statements indicated above to the signing Consortium Member.

* 1. **Third Party Individuals**

In case the Candidate relies on one or several Third Party Individuals to fulfil the Qualification Criteria indicated in section 3 of *Annex 5* (*Qualification Criteria*), it shall submit, in addition to all other documentation required with respect to the Candidate and the Consortium Members (in case the Candidate is a Consortium) by this Annex 6 (*Content of Qualification Bid*), the following documents:

1. Written statement about the Third Party Individuals signed by the Candidate's Authorized Person and containing, at the minimum, the following information:
* the list of all Third Party Individuals engaged by the Candidate and the indication of the Experts criteria (as per section 3 of *Annex 5* (*Qualification Criteria*)) which the Third Party Individuals will cover;
* indication of legal arrangement(s) based on which each Third Party Individual is engaged (e.g., subcontracting agreement, service agreement, employment agreement, outsourcing agreement, other legal documents).

Written statement about the Third Party Individuals prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

1. Duly notarized copies of legal documents based on which the Candidate engaged Third Party Individuals (e.g., subcontracting agreement, service agreement, employment agreement, outsourcing agreement, other legal documents).

Copies of these documents in a foreign language (other than Armenian or English) shall be duly notarized, legalized, and translated into Armenian and English.

1. Duly notarized copies of identification documents of Third Party Individuals.

Copies of these documents in a foreign language (other than Armenian or English) shall be duly notarized, legalized, and translated into Armenian and English.

1. An Affidavit in Armenian and English from each Third Party Individual, detailed in Form D (*Affidavit*) given in this Annex 6 (*Content of Qualification Bid*), and confirming that:
* the Third Party Individual is compliant with the requirements stipulated in paragraph 47 of the PPP Procedure;
* the Third Party Individual does not fall under any other restrictions applicable to Third Party Individuals and set out in Annex 4 (*General Requirements to Applicants*).

In case the Third Party Individual performs business activity and has the relevant legal status in this respect under the laws of the jurisdiction to which the Third Party Individual belongs (e.g., an entrepreneurship status), the Candidate relying on such Third Party Individual shall also submit the following documents (in addition to those indicated in items (a)-(d) above):

1. For both resident and non-resident Third Party Individuals, certificate from competent tax authorities confirming submission of the declaration or other official document on property and income (e.g., tax return).

If this document is prepared in a foreign language (other than Armenian or English), it shall be duly notarized, legalized, and translated into Armenian and English.

1. For non-resident Third Party Individuals, a copy of the official document that confirms the Third Party Individual's registration status (e.g., an entrepreneurship status) under the law of the Third Party Individual's jurisdiction, issued not earlier than thirty (30) days before submission of the Qualification Bid, duly notarized, legalized, and translated into Armenian and English.
2. For resident Third Party Individuals, certificate from the Agency of State Register of the Legal Entities of Armenia [issued not earlier than thirty (30) days before submission of the Qualification Bid.
3. For resident Third Party Individuals, certificate from the Judical Department of Armenia [] issued not earlier than thirty (30) days before submission of the Qualification Bid.
4. **Part II ─ Documents Demonstrating Compliance with Qualification Criteria**

In Part II of the Qualification Bid, each Candidate shall provide the documents listed below.

* 1. **Evidence of Compliance with Financial and Economic Capacity Criteria**

The Candidate shall provide the documents indicated below to confirm compliance with financial and economical capacity criteria set forth in section 1 of Annex 5 (*Qualification Criteria*).

1. **Evidence of Compliance with Financial Criterion No.1.1 ─ Financial Soundness**

The Candidate shall provide the following documents to demonstrate conformity with the financial criterion No. 1.1:

1. copies of the Candidate's audited financial statements for the last confirmed three (3) financial years issued under national or international accounting standards (including IFRS, IAS or US GAAP);
2. free form breakdown of Candidate's payables and receivables by type and dates signed by the Authorized Person.

The last confirmed financial year shall refer to the last financial year or next to last financial year (if the audit results for the last financial year are not yet available) confirmed with the audit report.

If a Candidate is a Consortium and relies on the Consortium Members for conformity with any of the financial criteria Nos. 1.2- 1.4 established in section 1 of Annex 5 (*Qualification Criteria*), the Candidate shall also provide the documents listed in items (a)-(b) above in relation to all Consortium Members.

Copies of documents indicated in item (a) above which are prepared in a foreign language (other than Armenian or English) shall be duly notarized, legalized and translated into Armenian and English (in parts (extracts) relevant to compliance with the financial criterion No.1.1).

Documents indicated in item (b) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

1. **Evidence of Compliance with Financial Criterion No.1.2 ─ Equity or Financial Criterion No.1.3 ─ Free Cash Flow**

The Candidate shall provide the following documents to demonstrate conformity with the financial criterion No. 1.2 or financial criterion No. 1.3:

1. copies of the Candidate's financial statements for the last confirmed three (3) financial years issued by the Audit Firm (or Audit Firms) under national or international accounting standards (including IFRS, IAS or US GAAP);
2. letter of confirmation from the Audit Firm (or Audit Firms) on compliance with requirements for an Audit Firm under Form I (*Confirmation of Requirements for Audit Firm*) of this Annex 6 (*Content of Qualification Bid*).

The last confirmed financial year shall refer to the last financial year or next to last financial year (if the audit results for the last financial year are not yet available) confirmed with the audit report.

If a Candidate is a Consortium and relies on the Consortium Members for conformity with the financial criterion No. 1.2 or financial criterion No. 1.3 established in section 1 of Annex 5 (*Qualification Criteria*), the Candidate shall also provide the documents listed in items (a)-(b) above in relation to all Consortium Members.

Copies of documents indicated in item (a) above which are prepared in a foreign language (other than Armenian or English) shall be duly notarized, legalized and translated into Armenian and English (in parts (extracts) relevant to compliance with the financial criterion No. 1.2 or financial criterion No. 1.3).

Documents indicated in item (b) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

1. **Evidence of Compliance with Financial Criterion No.1.4 ─ Evidence of Available Sources of Financing**

The Candidate shall provide the following documents to demonstrate conformity with the financial criterion No. 1.4:

1. to confirm evidence of liquid investable funds (cash, securities) – bank statement(s) or security certificate(s) or another similar instrument showing evidence of liquid investable funds, as set out in item (a) of paragraph 1.4 of Annex 5 (*Qualification Criteria*), or
2. to confirm commitment of a bank or banks to lend the required amount as set out in item (b) of paragraph 1.4 of Annex 5 (*Qualification Criteria*) – bank support letter(s) satisfying the requirements indicated in Form F (*Content Requirements for Bank Support Letter*) of this Annex 6 (*Content of Qualification Bid*).

If a Candidate is a Consortium and relies on the Consortium Members for conformity with the financial criterion No. 1.4 established in section 1 of Annex 5 (*Qualification Criteria*), the Candidate shall also provide the documents listed in items (a)-(b) above in relation to all Consortium Members.

Documents indicated in items (a)-(b) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

Bank support letters referred to in item (b) above shall not be provided by banks which are not Reliable Banks according to Annex 8 (*Requirements to Reliable Banks*).

* 1. **Evidence of Compliance with Technical and Professional Capacity Criteria**

The Candidate shall provide the documents indicated below to confirm compliance with technical and professional capacity criteria set forth in section 2 of Annex 5 (*Qualification Criteria*).

* + 1. **Evidence of Compliance with Technical and Professional Capacity Criterion No.2.1 ─ Technical Experience**

The Candidate shall provide the following documents to demonstrate conformity with the technical and professional capacity criterion No. 2.1:

1. experience table in Armenian and English summarizing the Reference Projects conforming to the requirements of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*), prepared as per Form E (*Experience Table for Reference Projects*) of this Annex 6 (*Content of Qualification Bid*), signed by the Authorized Person and accompanied with a free form cover letter in Armenian and English;
2. copies of contracts and/or reference letters from the clients confirming performance of each Reference Project in accordance with the requirements of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*);
3. copies of the certificates of suitability, specifically:
* copy of the Candidate's certification for printing works based on the ISO 14298 standard (formerly CWA 14641 – C ΕΝ Workshop Agreement) "Security management system for secure printing" by Intergraph (International Association of Security Printers);
* copy of the Candidate's certification based on the ISO / IEC 27001 standard for information security management (including the statement of applicability), in its current version;
* copy of the Candidate's certification according to the ISO 9001 "Quality Management System" standard, in its current version;
* if a Candidate is a Consortium and relies (where permitted) on the Consortium Members for conformity with the technical and professional capacity criterion No. 2.1 – copy of certification of a Consortium Member according to the ISO / IEC 27001 “Information Management Systems” standard, in its current version;
* if a Candidate is a Consortium and relies (where permitted) on the Consortium Members for conformity with the technical and professional capacity criterion No. 2.1 – copy of certification according to the ISO 9001 “Quality Management System” standard, in its current version.

If a Candidate is a Consortium and relies (where permitted) on the Consortium Members for conformity with the technical and professional capacity criterion No. 2.1 established in paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*), the Candidate shall additionally provide the documents indicated in items (b)-(c) above with respect to each relevant Consortium Member.

Copies of contracts indicated in item (b) above that may not be entirely disclosed due to confidentiality requirements should be provided in the scope (relevant extracts/parts) sufficient to confirm compliance with technical and professional capacity criterion No. 2.1.

Documents indicated in items (b)-(c) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Technical and Professional Capacity Criterion No.2.2 ─ Production Capacities**

The Candidate shall provide the following documents to demonstrate conformity with the technical and professional capacity criterion No. 2.2:

1. free form description of the Production Facilities conforming to the requirements of paragraph 2.2 of section 2 of Annex 5 (*Qualification Criteria*), prepared in Armenian and English and signed by the Authorized Person;
2. copies of certificates ISO 9001, ISO 14001, ISO 27001, and Intergraph (ISO 14298 – Governmental level) regarding the Production Facilities.

If a Candidate is a Consortium and relies on the Consortium Members for conformity with the technical and professional capacity criterion No. 2.2 established in paragraph 2.2 of section 2 of Annex 5 (*Qualification Criteria*), the Candidate shall also provide the copies of documents indicated in item (b) above with respect to each relevant Consortium Member.

Documents indicated in item (b) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

.

* 1. **Evidence of Compliance with Experts Criteria**

The Candidate shall provide the documents indicated below to confirm compliance with Experts criteria set forth in section 3 of Annex 5 (*Qualification Criteria*).

* + 1. **Evidence of Compliance with Experts Criterion No.3.1 ─ Project Manager**

The Candidate shall provide the following documents to demonstrate conformity with the Experts criterion No. 3.1:

1. CV of an Expert for the position of the Project manager prepared in Armenian and English and signed by such Expert and the Authorized Person;
2. reference letters from the clients, employers or other equivalent documents confirming Expert's experience required under paragraph 3.1 of section 3 of Annex 5 (*Qualification Criteria*);
3. copies of the Expert's project management certification (PMP, Prince 2, CompTIA Project+, Agile / SCRUM or equivalent);
4. copy of the certificate or other document confirming the Expert's knowledge of English at the level of working proficiency, as required under paragraph 3.1 of section 3 of Annex 5 (*Qualification Criteria*);
5. copy of the diploma or other document confirming the Expert's university degree in the relevant field, as required under paragraph 3.1 of section 3 of Annex 5 (*Qualification Criteria*).

Documents indicated in items (b)-(e) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Experts Criterion No.3.2 ─ IT System Security Specialist**

The Candidate shall provide the following documents to demonstrate conformity with the Experts criterion No. 3.2:

1. CV of an Expert for the position of the IT system security specialist prepared in Armenian and English and signed by such Expert and the Authorized Person;
2. reference letters from the clients, employers or other equivalent documents confirming Expert's experience required under paragraph 3.2 of section 3 of Annex 5 (*Qualification Criteria*);
3. copies of Expert's certification of CISM (Certified Information Security Manager), CISSP (Certified Information Systems Security Professional) or equivalent certificates;
4. copy of the certificate or other document confirming the Expert's knowledge of English at the level of working proficiency, as required under paragraph 3.2 of section 3 of Annex 5 (*Qualification Criteria*);
5. copy of the diploma or other document confirming the Expert's university degree in the relevant field, as required under paragraph 3.2 of section 3 of Annex 5 (*Qualification Criteria*).

Documents indicated in items (b)-(e) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Experts Criterion No.3.3 ─ IT System Architect**

The Candidate shall provide the following documents to demonstrate conformity with the Experts criterion No. 3.3:

1. CV of an Expert for the position of the IT system architect prepared in Armenian and English and signed by such Expert and the Authorized Person;
2. reference letters from the clients, employers or other equivalent documents confirming Expert's experience required under paragraph 3.3 of section 3 of Annex 5 (*Qualification Criteria*);
3. copy of the certificate or other document confirming the Expert's knowledge of English at the level of working proficiency, as required under paragraph 3.3 of section 3 of Annex 5 (*Qualification Criteria*);
4. copy of the diploma or other document confirming the Expert's university degree in the relevant field, as required under paragraph 3.3 of section 3 of Annex 5 (*Qualification Criteria*).

Documents indicated in items (b)-(d) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Experts Criterion No.3.4 ─ Public Service Design Specialist**

The Candidate shall provide the following documents to demonstrate conformity with the Experts criterion No. 3.4:

1. CV of an Expert for the position of the public service design specialist prepared in Armenian and English and signed by such Expert and the Authorized Person;
2. reference letters from the clients, employers or other equivalent documents confirming Expert's experience required under paragraph 3.4 of section 3 of Annex 5 (*Qualification Criteria*);
3. copy of the certificate or other document confirming the Expert's knowledge of English at the level of working proficiency, as required under paragraph 3.4 of section 3 of Annex 5 (*Qualification Criteria*);
4. copy of the diploma or other document confirming the Expert's university degree in the relevant field, as required under paragraph 3.4 of section 3 of Annex 5 (*Qualification Criteria*).

Documents indicated in items (b)-(d) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Experts Criterion No.3.5 ─ Biometric Passport and ID Card Specialist**

The Candidate shall provide the following documents to demonstrate conformity with the Experts criterion No. 3.5:

1. CV of an Expert for the position of the biometric and passport ID card specialist prepared in Armenian and English and signed by such Expert and the Authorized Person;
2. reference letters from the clients, employers or other equivalent documents confirming Expert's experience required under paragraph 3.5 of section 3 of Annex 5 (*Qualification Criteria*);
3. copy of the certificate or other document confirming the Expert's knowledge of English at the level of working proficiency, as required under paragraph 3.5 of section 3 of Annex 5 (*Qualification Criteria*);
4. copy of the diploma or other document confirming the Expert's university degree in the relevant field, as required under paragraph 3.5 of section 3 of Annex 5 (*Qualification Criteria*).

Documents indicated in items (b)-(d) above which are prepared in a foreign language (other than Armenian or English) shall be duly translated into Armenian and English.

* + 1. **Evidence of Compliance with Experts Criterion No.3.6 ─ Pool of Project-Related Experts**

To demonstrate conformity with the Experts criterion No. 3.6, the Candidate shall provide the free form written statement prepared in Armenian and English, signed by the Authorized Person and containing the following information:

1. the full names and positions / legal status (e.g., Candidate's staff, Consortium Member's staff, Third Party Individuals) of the Project-related Experts for Experts criterion No. 3.6;
2. indication of area(s) of experience covered by each Project-related Expert for Experts criterion No. 3.6, as required under paragraph 3.6 of section 3 of Annex 5 (*Qualification Criteria*).

If Experts from paragraphs 3.1-3.5 of section 3 of Annex 5 (*Qualification Criteria*) cover the experience of Project-related Experts for Experts criterion No. 3.6, the CVs of such Experts should clearly demonstrate what experience they have for the purposes of this Experts criterion No. 3.6. The provision of CVs of the Project-related Experts for Experts criterion No. 3.6 in other cases (i.e., where Experts from paragraphs 3.1-3.5 do not cover the Experts criterion No. 3.6) is not required.

1. **Qualification Bid Form**

 [CANDIDATE'S / LEAD MEMBER'S LETTERHEAD]

Date:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023

|  |  |
| --- | --- |
| **Re:** | submission of the Qualification Bid for participation in the Selection Procedure for the Project on issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia |
| **To:** | the Evaluation Commission for carrying out the Selection Procedure  |

Pursuant to the Announcement dated [insert date], [Name of Candidate], [legal form and registration details], hereby submits its Qualification Bid in conformity with the Request for Qualification and requests to consider this Qualification Bid and participate in the Selection Procedure.

[[ Name of Consortium Member or Consortium Members] [("**Consortium Member**") / ("**Consortium Members**")] and [Name of the Lead Member] (the "**Lead Member**") have agreed to jointly cooperate with regard to [Name of the Lead Member’s participation in the Selection Procedure and, should the Consortium be determined as the winner of the Selection Procedure, to jointly implement the Project and comply with the terms and conditions of the Agreement.] [(***To be provided if the Candidate is a Consortium***)].

[The following Consortium Members are the Related Companies of the Lead Member:

* *The list of the Lead Member's Related Companies*

The Related Companies Control the Lead Member as follows:

* *Description of Control relations between the Lead Member and the relevant Related Company, with references to the relevant legal documents (e.g., charter, articles of association, shareholding agreements)* ]

[(***To be provided if any Consortium Members are the Related Companies of the Lead Member***)].[[Name of Candidate] is a special purpose vehicle ("**SPV**") created specifically to act as an Applicant in the Selection Procedure] [(***To be provided if the Candidate is an SPV***)].

[[Name of Candidate] has engaged the Third Party Individuals for the purposes of participation in the Selection Procedure and has provided the relevant documents and information with respect to Third Party Individuals in accordance with the requirements of the RFQ] [(***To be provided if the Candidate has the Third Party Individuals***)].

[[Name of Candidate] hereby:

1. confirms that it has sufficient legal capacity to participate in the Selection Procedure and enter into the Agreement to implement the Project if [Name of Candidate] is determined as the winner of the Selection Procedure;
2. agrees to comply with all bidding rules, laws, and regulations governing the Selection Procedure;
3. accepts the right of the Competent Authority or the Evaluation Commission to (i) request additional information reasonably required to assess the Qualification Bid, (ii) amend or clarify applicable procedures and rules, and (iii) reject the Qualification Bid in accordance with the rules and procedures set by the Request for Qualification and Applicable Law;
4. accepts the exclusive application of the laws of Armenia (the Applicable Law) with respect to the Selection Procedure.

[Name of Candidate] hereby represents and warrants that as of the date of this Qualification Bid form:

1. all information submitted in this Qualification Bid, including the enclosed forms and documents, is accurate in all respects and shall remain valid over the course of the Selection Procedure and until execution of the Agreement (if the Candidate is designated as the winner of the Selection Procedure);
2. [Name of Candidate, as well as all Consortium Members and Third Party Individuals (to be indicated as may be applicable)] has(ve) not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding; and
3. [Name of Candidate, as well as all Consortium Members and Third Party Individuals (to be indicated as may be applicable)] has(ve) paid all taxes, fees and other mandatory payments due, except those which are being contested in good faith in accordance with appropriate proceedings and for which adequate reserves have been established.

Attached herewith to this Qualification Bid are the following documents, as appropriate:

1. power(s) of attorney (under the requirements of Form B) and/or other Authorizing Documents;
2. basic information form (Form C);
3. affidavit [or Affidavits, if the Candidate is a Consortium and/or if the Candidate relies on Third Party Individuals] (Form D);
4. other documents demonstrating compliance with general requirements to Applicants required under section 1 of Annex 6 (*Content of Qualification Bid*) of the Request for Qualification;
5. documents demonstrating compliance with Qualification Criteria required under section 2 of Annex 6 (*Content of Qualification Bid)* of the Request for Qualification.

[Name of Candidate] hereby designates [□] as its key authorized representative to receive notices in respect of the Selection Procedure at the following contact details:

[*Authorized representative’s address, telephone, and email*]

Full list and contact details of the Authorized Persons are contained in Form C (*Basic Information Form*).

[signature]

In the capacity of [position]

Authorized to sign this Qualification Bid for [Name of Candidate].

1. **Content Requirements for Power of Attorney**

If the Authorized Persons represent the Applicant based on a power of attorney, the latter shall contain:

1. Information about the Authorized Persons, namely:
2. full name;
3. job position and place of employment;
4. citizenship;
5. details of a passport or another ID document (e.g., series and number, issuer and issuance date);
6. residential/stay address;
7. telephone number (mobile or work).
8. Full name of the Applicant whose interests are represented under the power of attorney.
9. Scope of authority granted to the Authorized Persons under the power of attorney, which shall include at least:
10. representation of the Applicant’s interests before the Competent Authority, the Evaluation Commission, their officials;
11. execution, certification and submission to the Competent Authority, the Evaluation Commission, their officials of documents necessary for the Applicant's participation in the Selection Procedure, including the Qualification Bid and Non-Disclosure Agreement;
12. carrying out correspondence and other communication necessary for the Applicant's participation in the Selection Procedure with the Competent Authority, the Evaluation Commission, their officials, including delivering and receiving the relevant clarifications and documents under the Request for Qualification.
13. Indication that the Applicant or its legal successors that appointed the Authorized Persons under a power of attorney personally bear all risks associated with the decisions of the Competent Authority and the Evaluation Commission within the Selection Procedure taken based on inaccurate information provided by the Applicant and presented by the Applicant’s Authorized Persons, as well as the responsibility for submission of such information by the Applicant’s Authorized Persons.

Sample form of the power of attorney is given below. This sample form is not mandatory and may be used as an indicative form in cases where the Authorized Persons represent the Applicant based on a power of attorney. In any event, the Applicant’s power of attorney shall correspond to the requirements to content of the power of attorney set out in this Form B above.

**SAMPLE FORM OF POWER OF ATTORNEY**

On this [day] day of [month and year]

Before me, the Notary in this office [name of Notary/office]

The undersigned:

Mr. /Ms. [name of legal/authorized representative]

Duly authorized, in his/her capacity as [capacity] of [name of Applicant]

Nationality: *[to be specified]*

Holder of Passport or ID [indicate the necessary details, e.g., series and number, issuer and issuance date]

Residing/staying at [to be specified]

(hereafter the ***Grantor***),

Hereby:

* 1. Appoints

Mr./Ms. [***full name of representative***], [job position] in [place of employment], citizen of [□], passport or ID [*indicate the necessary details, e.g., series and number, issuer and issuance date*], residing/staying at \_\_\_\_\_\_\_\_\_, telephone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[*name all other representatives, as applicable*]

to act as the authorized person(s) of [**name of Applicant**] (hereafter the "**Authorized Person(s)**"), to:

1. Represent the Grantor’s interests before the Ministry of Internal Affairs of the Republic of Armenia, other competent authorities of Armenia, their legal successors, the Evaluation Commission and officials involved in the Selection Procedure as referred to in paragraph (e) below; and
2. Execute under hand, or under seal, and deliver to the Ministry of Internal Affairs of the Republic of Armenia, other competent authorities of Armenia, their legal successors, the Evaluation Commission and officials involved in the Selection Procedure all the documents listed in paragraph (e) below; and
3. Deliver and receive any document or instrument in relation to the documents listed in paragraph (e) below; and
4. Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done, executed or performed to perfect or otherwise give effect to the documents listed in paragraph(e) below;
5. Documents concerned by this power of attorney being the following:

all documents in respect of participation in the Selection Procedure for the Project on issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia under the Request for Qualification dated [□], and including without limitation the Qualification Bid, Non-Disclosure Agreement, clarifications and other communications related to the Applicant’s participation in the Selection Procedure with the Ministry of Internal Affairs of the Republic of Armenia, the Evaluation Commission, their officials, other competent authorities of Armenia and their officials.

* 1. Authorizes the Authorized Person(s) to appoint others for all or part of the powers delegated by the present Power of Attorney.

The Grantor or his successors personally bear all risks associated with the decisions of the Ministry of Internal Affairs of the Republic of Armenia and the Evaluation Commission taken based on inaccurate information provided by the Grantor and presented by the Applicant’s Authorized Person(s), as well as the responsibility for submitting such information by the Applicant’s Authorized Person(s).

This Power of Attorney is valid until [□].

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney on the date set out above.

|  |  |
| --- | --- |
| ***[Signature]*** |  |
|  |  |

**[Name / Title of Grantor representative]**

1. **Basic Information Form**

 [CANDIDATE'S / LEAD MEMBER'S / CONSORTIUM MEMBER'S LETTERHEAD]

1. **Candidate / Lead Member / Consortium Member Information:**

Name:

Type (limited liability company, corporation, partnership, etc.):

Commercial registration details (registration number, date, place, authority, etc.):

Country of incorporation:

Domicile:

Address of principal office:

Corporate officers (full name, ID, position):

Telephone number:

Fax number (if available):

E-mail address:

Primary areas of business:

Current list of shareholders (participants) of the Candidate / Lead Member which own more than 1% of the shares in the authorized capital of the Candidate / Lead Member:

[insert the relevant list]

Current list of the Candidate's / Lead Member's Related Companies:

[insert the relevant list]

Current list of the Candidate's / Lead Member's Beneficial Owners as well as the Beneficial Owners of the Candidate's / Lead Member's Related Companies:

[insert the relevant list]

The Candidate’s / Lead Member's shareholding structure in the form of a chart (figure) indicating persons owning 5% or more of the voting rights or shares (stakes) in the authorized capital of the Candidate / the Lead Member [*to be provided as an annex to this Form C*].

1. **Other Consortium Members Information: (if applicable, fill in details for all Consortium Members other than the Lead Member)**

Name:

Type (limited liability company, corporation, partnership, etc.):

Commercial registration details (registration number, date, place, authority, etc.):

Country of incorporation:

Domicile:

Address of principal office:

Corporate officers (full name, ID, position):

Telephone number:

Fax number (if available):

E-mail address:

Primary areas of business:

Current list of shareholders (participants) of the Consortium Member which own more than 1% of the shares in the authorized capital of the Consortium Member:

[insert the relevant list]

Current list of the Related Companies of the Consortium Member:

[insert the relevant list]

Current list of Beneficial Owners of the Consortium Member as well as the Beneficial Owners of the Related Companies of the Consortium Member:

[insert the relevant list]

Consortium Member’s shareholding structure in the form of a chart (figure) indicating persons owning 5% or more of the voting rights or shares (stakes) in the authorized capital of the Consortium Member [*to be provided as an annex to this Form C*].

1. **Consortium's anticipated share in the authorized capital of the Project Company [*to be filled in if the Candidate is a Consortium*]**

|  |  |
| --- | --- |
| **Consortium Member** | **Anticipated Share in the Authorized Capital of the Project Company**  |
|  | \_\_\_**%** |
|  | \_\_\_**%** |
|  | \_\_\_**%** |
|  | \_\_\_**%** |
|  | \_\_\_**%** |

1. **Authorized Persons**

Full name(s), ID document, Authorizing Document, telephone number, email address of the Authorized Person [*indicate further as per the sample, depending on the number of the Authorized Persons*]:

[signature]

In the capacity of [position]

Authorized to sign this basic information form for [Name of Candidate].

1. **Affidavit**

[CANDIDATE'S / LEAD MEMBER'S / CONSORTIUM MEMBER'S / THIRD PARTY INDIVIDUAL'S (IF AVAILABLE) LETTERHEAD]Date:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023

|  |  |
| --- | --- |
| **Re:** | the Selection Procedure for the Project on the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia |
| **To:** | the Evaluation Commission for carrying out the Selection Procedure  |

 [Name of Candidate/Lead Member/other Consortium Member/Third Party Individual] hereby represents and warrants that, as of the date of this affidavit [Name of Candidate/Lead Member/other Consortium Member/Third Party Individual] (as the case may be):

1. [Name of Candidate/Lead Member/other Consortium Member/Third Party Individual] is compliant with the requirements stipulated in paragraph 47 of the PPP Procedure;
2. [Name of Candidate/Lead Member/other Consortium Member/Third Party Individual] does not fall under any other restrictions applicable to [Candidates/Lead Members/other Consortium Members/Third Party Individual] and set out in Annex 4 (*General Requirements to Applicants*) of the Request for Qualification.
3. [Name of Candidate/Lead Member/other Consortium Member] is authorized to participate in the Selection Procedure and submit the documents required for such participation;
4. [Name of Candidate/Lead Member/other Consortium Member] bears responsibility in case of submission of incorrect or false documents, information and data during the Selection Procedure.

[Names of Lead Member and other Consortium Members] have agreed to participate in the Selection Procedure as the Consortium and, should the Consortium be determined as the winner of the Selection Procedure, to jointly implement the Project and comply with the terms and conditions of the Agreement, including by performing such actions and executing such documents, or ensuring performance or execution of such actions and documents by the Project Company, as required by the Request for Qualification, the Agreement, or as necessary or desirable for the successful implementation of the Project. [*To be added for Consortia*].

If [Name of Candidate] is qualified for participation in the RFP stage of the Selection Procedure, [Name of Candidate] agrees to comply with the requirements to confidentiality and non-disclosure of confidential information under the terms and conditions of the Non-Disclosure Agreement and to ensure compliance with such requirements by the Authorized Persons, Consortium Members [*if the Candidate is a Consortium*] and other users of the confidential information (as set out in the Non-Disclosure Agreement).

Yours Sincerely,

Authorized Signature

Name and Title of the Signatory

Name of Firm

Address

1. **Experience Table for Reference Projects**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Company name**[[4]](#footnote-5) | **Candidate's / Lead Member's / other Consortium Member's role and share in the Reference Project**[[5]](#footnote-6) | **Country (location), site (if available) of the Reference Project** | **Scope of Reference Project[[6]](#footnote-7)**  | **Value of Reference Project (in USD)** | **Start date of Reference Project** | **End date of Reference Project[[7]](#footnote-8)**  | **Confirmation documents and contact details (contact person name, surname, position, phone number and email) for Reference Project[[8]](#footnote-9)**  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| [add rows if necessary] |  |  |  |  |  |  |  |

The Candidate confirms that information about the Reference Projects provided in this experience table meets the requirements for the Reference Projects established in paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*) of the RFQ, including those set in subparagraphs 1)-6) of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*).

The Candidate provides the following information about the disputed matters under the Reference Projects indicated in the experience table above, which are not resolved as of the date of submission of the Qualification Bid:

[*If applicable, please provide the basic information about the unresolved ongoing disputes under the Reference Projects, indicating, at the minimum (i) the subject matter of the dispute, (ii) the parties to the dispute and their status (e.g., applicant and defendant), (iii) the dispute resolution mechanism (e.g., court, arbitral proceedings, mediation) and the current status of the dispute resolution process (e.g., first instance, appeal proceedings). If not applicable, please confirm that there are no unresolved ongoing disputes under the Reference Projects as of the date of submission of the Qualification Bid*].

1. **Content Requirements for Bank Support Letter**

If the Candidate submits the bank support letter to evidence conformity with the financial criterion No.1.4 indicated in paragraph 1.4 of section 1 of Annex 5 (*Qualification Criteria*), such a letter shall contain:

1. Full name and registration details of the bank.
2. Confirmation of the bank’s readiness to lend to the Candidate, or to the Lead Member and all Consortium Members in aggregate, the loan in the amount indicated in item (b) of section 1.4 of Annex 5 (*Qualification Criteria*), as well as the validity term of such readiness, which cannot be shorter than 24 months from the date of the Announcement.
3. Confirmation from the bank that such a bank is the Reliable Bank in accordance with Annex 8 (*Requirements to Reliable Banks*).
4. Confirmation of the bank’s readiness to provide all necessary letters of credit and bank guarantees required under the Agreement.
5. Issuance date of the letter, full name and signature of the bank’s authorized person.

Sample form of the bank support letter is given below. This sample form is not mandatory and may be used as an indicative form to evidence conformity with the financial criterion No.1.4 set out in paragraph 1.4 of Annex 5 (*Qualification Criteria*). In any event, the bank support letter, if submitted by the Candidate to evidence conformity with the financial criterion No.1.4, shall correspond to the requirements to content of such letter set out in this Form F above.

**SAMPLE FORM OF BANK SUPPORT LETTER**

[ON BANK’S OFFICIAL LETTERHEAD]

[Company Name]

Attention: [contact]

[Contact address]

Date:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023

Re: the Selection Procedure for the Project on the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia

The Ministry of Internal Affairs of the Republic of Armenia is organizing and implementing a public-private partnership project for the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia (the "**Project**") through a fair and transparent competitive selection (the "**Selection Procedure**"). To this end, the request for qualification dated [*insert date*] (the "**RFQ**") has been issued for all potential applicants interested in participation in the Selection Procedure.

In this context, [*insert name of Candidate*] (the "**Candidate**") has requested from us the issuance of a bank support letter in accordance with the RFQ.

We, [*the bank’s name*], a legal entity under law of [*name of the country*], having its registered address at [*address*], [*insert other registration details, if necessary*], have reviewed the RFQ and other Project-related information which was made available to us. Based on this review and the currently available information, we have preliminarily concluded that the Project appears to be of interest for us. We confirm that our bank is the Reliable Bank under the terms of the RFQ.

Based on our review, and subject to the conditions listed in this letter, we are pleased to confirm the interest of our institution to lend to [the Candidate, or to the Lead Member and all Consortium Members (*indicate as appropriate*)] in aggregate the amount of USD [□]  (the equivalent in Armenian Dram in accordance with the official AMD to USD exchange rate of the Central Bank of Armenia) (*insert the relevant amount*)].

Our support is subject to the following conditions:

*[list of conditions]*

Our institution will make its best efforts to ensure financial close in accordance with the requirements of the RFQ and the Agreement. We confirm our readiness to provide all necessary letters of credit and bank guarantees required under the Agreement, if [*insert the name of the Candidate*] is designated as the winner of the Selection Procedure.

Our interest is valid until [*insert the term which cannot be shorter than 24 months from the date of the Announcement*].

Yours sincerely,

Signature

[Name and title of the bank's authorized person]

1. **Confirmation of Requirements for Audit Firm**

[AUDIT FIRM LETTERHEAD]

Date:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023

Re: the Selection Procedure for Project on the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia

[*Name of the Audit Firm*], a legal entity established under the law of [*insert country*], having its registered office at [*specify address*], [*indicate other registration details if necessary*], hereby confirms its compliance with the following requirements for the audit firm of the project for the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia (the "**Project**"), namely:

1. [*Name of the Audit Firm*] is licensed to conduct audit activities in accordance with the legislation of its domicile country and is included in [(indicate the appropriate name of the register in accordance with the law of the domicile country of the Audit Firm)]. [*The Name of the Audit Firm*] conducts audit operations on the basis of [*certificate / other document (specify full details)*].
2. [*Name of the Audit Firm*] [independently / as part of the Audit Firms network - *select as appropriate*] has experience in providing audit services (at least two evidenced facts of providing audit services) to companies in each of the last three (3) years.
3. [*The name of the Audit Firm*] employs at least 10 (ten) full-time staff directly involved in the provision of audit services and engaged under employment contracts.
4. At least 3 (three) employees of [*the name of the Audit Firm*] have certificates / other qualification documents confirming that they have sufficient qualifications to engage in audit activities on the territory of [*specify the domicile country of the Audit Firm*].
5. Annual revenue [*name of the Audit Firm*] over the last three (3) years is not less than AMD [to be specified] (or equivalent of this amount in foreign currency in accordance with the official AMD to USD exchange rate determined by the Central Bank of Armenia).
6. [*Name of the Audit Firm*] has a third-party liability insurance agreement (regarding compensation for possible losses incurred in connection with professional activities for the amount not less than AMD [to be specified] (or equivalent of this amount in foreign currency in accordance with the official AMD to USD exchange rate determined by the Central Bank of Armenia)). The insurance contract shall be valid throughout the entire period during which audit services will be provided.

[*Name of the Audit Firm*] is ready to provide evidence of its compliance with the requirements specified in paragraphs (a)-(f) above if requested by the Competent Authority (Ministry of Internal Affairs of the Republic of Armenia) or the Evaluation Commission under the Project.

Sincerely,

[Signature]

[Name and title of the authorized person of the Audit Firm].

#### FORM OF NON-DISCLOSURE AGREEMENT

|  |  |
| --- | --- |
| **ՀԱՄԱՁԱՅՆԱԳԻՐ****գաղտնիության և տեղեկատվություն չհրապարակելու վերաբերյալ** | **AGREEMENT****on confidentiality and non-disclosure of information** |
| \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023 Երևան Թիվ\_\_\_\_\_\_\_\_\_ | \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023 Yerevan No.\_\_\_\_\_\_\_\_\_ |
|  | This agreement on confidentiality and non-disclosure of information together with annexes thereto (hereinafter the "Agreement") is entered into by and between: |
|  | Ministry of Internal Affairs of the Republic of Armenia, represented by [position and full name of the authorized person], acting on the basis of [the official document dated [date] [number]] (hereinafter the "Competent Authority"), |
|  | [**Applicant`s name**], a legal entity organized under the laws of [jurisdiction], represented by [position and full name of the authorized person], acting on the basis of [indicate the document, e.g., charter, power of attorney [date]] (hereinafter the "Applicant"), |
|  | which are further referred to individually as the "Competent Authority" and the "Applicant", and jointly as the "Parties". |
|  | WHEREAS the Competent Authority is organizing and carrying out a public-private partnership project for the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in the Republic of Armenia (hereinafter the "Project") through a fair and transparent competitive selection process in accordance with Armenian law and international best practice (hereinafter the "Selection Procedure"). |
|  | WHEREAS the Competent Authority approved the tender documentation for carrying out the Selection Procedure (hereinafter the "Tender Documentation"), including the request for qualification by its [indicate the official document] No.[number] dated [date] (hereinafter the "RFQ"), |
|  | WHEREAS the Applicant submitted its Qualification Bid to participate in the Selection Procedure, and the Evaluation Commission qualified the Applicant in accordance with the RFQ (the decision No.[number] dated [date]), |
|  | the Parties have entered into this Agreement under the terms and conditions set out below.1ю 1 |
|  | 1. **DEFINITIONS AND INTERPRETATION**
 |
|  | 1. Unless this Agreement stipulates otherwise, capitalized terms and expressions that are used in this Agreement and are not defined separately in Clause 1.2 or other Clauses or parts of this Agreement, shall have the meaning given to them under the RFQ (its relevant part).
 |
|  | 1. In addition to the terms that are used under Clause 1.1, the following definitions shall also apply throughout this Agreement:
 |
|  | "**Permitted User**" – a person that may get access to the Confidential Information under the terms and conditions of this Agreement and Tender Documentation, as set out in Clause 2.3 of the Agreement. |
|  | "**Confidential Information**" – any information of professional, production, commercial or other nature, presented or provided in any manner (verbally, in writing, in physical storage media, or in electronic form), unavailable in the public domain, including, but not limited to: |
|  | 1. the information contained in Data Room Part 2;
 |
|  | 1. the information provided during the site visits to the Project area and designated as the Confidential Information upon its provision;
 |
|  | 1. other information provided in connection with the Applicant’s participation in the Selection Procedure in accordance with terms and conditions of this Agreement and RFQ and designated as the Confidential Information upon its provision.
 |
|  | Confidential Information does not include any information which at the time of disclosure to the User is already in the public domain or which after such disclosure comes into the public domain through no fault of the User. |
|  | "**User**" – any person that has been provided with access to Confidential Information under the terms and conditions of this Agreement and Tender Documentation. |
|  | "**Data Room Part 2 User**" – any User that gets access to Data Room Part 2 under the exhaustive list set out in Annex 2 (*List of Data Room Part 2 Users*) to this Agreement. |
|  | **"Wrongful Disclosure**" – disclosure of the Confidential Information to a third party except as permitted by this Agreement and/or beyond any lawful grounds stipulated by Armenian law. |
|  | The following shall not be construed as Wrongful Disclosure: |
|  | 1. the provision by the User of Confidential Information upon a request of state authorities of the User’s jurisdiction in accordance with the applicable law of the relevant jurisdiction to which such User belongs, with due regard for the provisions of section 4 of this Agreement;
 |
|  | 1. the provision by the Applicant of Confidential Information to Permitted Users in accordance with the requirements of Clause 2.3 of this Agreement.
 |
|  | "**disclosure**" – the provision of Confidential Information to third parties in any form and manner carried out under this Agreement. |
|  | 1. **SUBJECT MATTER OF THE AGREEMENT**
 |
|  | 1. The subject matter of the Agreement is determination by the Parties of the procedure and rules governing access to and non-disclosure regime of the Confidential Information.
 |
|  | 1. In order to get access to Confidential Information, the Applicant has to:
 |
|  | 1. provide all the relevant data about itself and Data Room Part 2 Users in this Agreement;
 |
|  | 1. provide the Competent Authority with the completed and signed counterparts of the Agreement (including all Annexes to the Agreement) in accordance with the procedure set out in Clause 7.2 of the RFQ.
 |
|  | 1. The Applicant may disclose the Confidential Information to Permitted Users in accordance with this Agreement. The Permitted Users may include:
 |
|  | 1. Authorized Persons;
 |
|  | 1. Applicant’s employees and professional advisors (other than the Authorized Persons);
 |
|  | 1. Applicant’s Related Companies, their authorized persons;
 |
|  | 1. Consortium Members other than the Lead Member and their employees, professional advisors, Related Companies, and authorized persons. [*If Applicant is a Consortium, as provided by the* *RFQ*].
 |
|  | The Applicant may disclose the Confidential Information to Permitted Users subject to the following mandatory preconditions: |
|  | 1. the disclosure of the Confidential Information to Permitted Users is carried out to the extent required for direct performance of their obligations with respect to Applicant's participation in the Selection Procedure; and
 |
|  | 1. the disclosure of the Confidential Information to Permitted Users is subject to non-disclosure and confidentiality regime of the Confidential Information similar to that set out herein.
 |
|  | The Permitted Users that received the Confidential Information under this Clause 2.3 qualify as Users, and the Applicant shall be responsible for their compliance with non-disclosure and confidentiality regime of the Confidential Information in accordance with terms and conditions of this Agreement. |
|  | * 1. Access to the Confidential Information in Data Room Part 2 is granted solely to Data Room Part 2 Users indicated by the Applicant in Annex 2 (*List of Data Room Part 2 Users)* to this Agreement. The details of access to the Confidential Information in Data Room Part 2 are specified in the Data Room Rules and Procedures contained in Annex 1 (*Data Room Rules and Procedures*) to this Agreement.

If the Applicant needs to make changes to the list of Data Room Part 2 Users in Annex 2 (*List of Data Room Part 2 Users*) it shall initiate amendments to the Agreement with respect to the list of Data Room Part 2 Users in Annex 2 (*List of Data Room Part 2 Users*). |
|  | * 1. The Competent Authority reserves the right to decline or cancel access to the Confidential Information for certain Users, as well as not approve the list of persons prepared by the Applicant as per Annex 2 (*List of Data Room Part 2 Users*) in case of non-conformity with the requirements of this Agreement (particularly, those related to Permitted Users under Clause 2.3), subject to sending a prior notice to the Applicant in the manner set out in section 7 of this Agreement.
 |
|  | * 1. This Agreement does not envisage the possibility of its signing with changes (except for filling in the mandatory fields with necessary data about the Applicant and Users), as well as subject to any limitations and reservations on Applicant’s part. The Applicant is not allowed to provide the signed Agreement with changes (except for filling in the mandatory fields with necessary data about the Applicant and Users), limitations and reservations.
 |
|  | 1. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
 |
|  | 1. The Competent Authority is entitled to:
 |
|  | 1. check the list of Data Room Part 2 Users provided by the Applicant under Annex 2 (*List of Data Room Part 2 Users*) with respect to conformity with the requirements of this Agreement (particularly, the requirements of Clause 2.3);
 |
|  | 1. decline or cancel access to the Confidential Information for certain Users, subject to sending a prior notice to the Applicant in the manner set out in section 7 of this Agreement;
 |
|  | 1. change the Data Room Rules and Procedures, subject to sending a prior notice to the Applicant in the manner set out in section 7 of this Agreement;
 |
|  | 1. file requests to authorities, individuals and legal entities to check whether Applicant and Users comply with the requirements of this Agreement with respect to non-disclosure of the Confidential Information and use of the Data Room;
 |
|  | 1. unilaterally withdraw from performance of this Agreement, subject to sending a prior notice to the Applicant in the manner set out in section 7 of this Agreement;
 |
|  | 1. exercise other rights under this Agreement.
 |
|  | 1. The Competent Authority is obligated to:
 |
|  | 1. ensure proper functioning of the Data Room, in terms of both access to the Data Room and storage of the Confidential Information in Data Room Part 2 and its protection from unauthorized access;
 |
|  | 1. notify the Applicant of any changes that relate to access to the Confidential Information, confidentiality and non-disclosure regime of the Confidential Information, and may require making amendments to this Agreement within the shortest possible timeframes in the manner set out in section 7 of this Agreement;
 |
|  | 1. perform other obligations under this Agreement.
 |
|  | 1. The Applicant is entitled to:
 |
|  | 1. get access to the Confidential Information for itself and other Permitted Users and use the Confidential Information in accordance with terms and conditions of this Agreement;
 |
|  | 1. get technical support with respect to functioning of the Data Room in accordance with the Data Room Rules and Procedures;
 |
|  | 1. change the list of Data Room Part 2 Users indicated in Annex 2 (*List of Data Room Part 2 Users*) during the term of the Agreement, subject to prior approval of such changes in the manner set out in section 7 of this Agreement;
 |
|  | 1. exercise other rights under this Agreement.
 |
|  | 1. The Applicant is obligated (and shall ensure compliance with these obligations by all Users) to:
 |
|  | 1. comply with rules governing access to and use of the Confidential Information set out in this Agreement (particularly, in the Data Room Rules and Procedures) and Tender Documentation;
 |
|  | 1. not disclose, except for the cases set forth herein, in any way the Confidential Information to any other individual or legal entity, within ten (10) years after the execution date of this Agreement;
 |
|  | 1. bear liability for Wrongful Disclosure of the Confidential Information by any User in accordance with the provisions of this Agreement;
 |
|  | 1. take all appropriate measures for the protection of the Confidential Information during its use, not disclose, not publish and not distribute the Confidential Information in any way, not transfer the Confidential Information to third parties, except as permitted by this Agreement, and in case of breach of the confidentiality regime of the Confidential Information by any third parties, immediately notify the Competent Authority of such breach;
 |
|  | 1. keep the Confidential Information in a manner which prevents third parties from access to the Confidential Information and protects the Confidential Information from Wrongful Disclosure, not perform any actions that may lead to the unauthorized access to the Confidential Information by third parties and/or Wrongful Disclosure;
 |
|  | 1. destroy copies of documents and other media containing the Confidential Information after review and analysis of the Confidential Information in cases set out in this Agreement (particularly, in the Data Room Rules and Procedures);
 |
|  | 1. not transfer the rights and obligations under this Agreement to any third parties, and not delegate the implementation of certain functions using Confidential Information to any third parties without the prior written consent of the Competent Authority;
 |
|  | 1. perform other obligations under this Agreement.
 |
|  | 1. The Parties also undertake not to disclose to any third parties any information obtained in the course of execution and performance of this Agreement, except when disclosure of such information is required in accordance with the applicable law upon the request of the relevant public authorities or officials.
 |
|  | 1. **SPECIAL CONDITIONS**
 |
|  | 1. If a third person appeals to the court or commits any other legal action on the subject of the disclosure of any Confidential Information (including cases where the disclosure of the Confidential Information is required from any User), upon becoming aware, the relevant Party must immediately notify the other Party in writing and provide the other Party with reasonable assistance in order to prevent the disclosure of the Confidential Information.
 |
|  | 1. If a Party provides Confidential Information in cases set by Armenian law to public authorities of Armenia, such Party shall notify in writing the other Party within one Business Day after such provision (submission, extraction) of the Confidential Information on the following matters:
 |
|  | 1. name of recipient of the Confidential Information and full list of the Confidential Information that has been provided;
 |
|  | 1. legal reason of the provision of the Confidential Information (inspection report, protocol of seizure, court decisions, etc.).
 |
|  | 1. Whenever the Parties provide the public authorities of Armenia with the Confidential Information, they shall notify such authorities in writing about the fact that such information is confidential and may not be disclosed to third parties.
 |
|  | 1. The Applicant shall be responsible for compliance with the requirements of Clauses 4.1-4.3 (with necessary modifications) in all cases where the disclosure of the Confidential Information is required from any User, particularly upon a request of state authorities of the User’s jurisdiction in accordance with the applicable law of the relevant jurisdiction to which such User belongs.
 |
|  | 1. **LIABILITY OF THE PARTIES**
 |
|  | 1. In case of non-performance or improper performance of obligations under this Agreement the Parties shall be held liable in accordance with this Agreement and the governing law of this Agreement.
 |
|  | 1. In the case of non-performance of obligations with respect to non-disclosure and confidentiality regime of the Confidential Information (as set out in Clause 3.4) by any User the Applicant shall be obligated (as the case may be) to:
 |
|  | 1. to reimburse to the Competent Authority the full amount of direct losses incurred as the result of Wrongful Disclosure of the Confidential Information or other non-performance of obligations with respect to non-disclosure and confidentiality regime of the Confidential Information (as set out in Clause 3.4) by any User;
 |
|  | 1. make the penalty payment to the Competent Authority in the amount of AMD [to be specified] for each Wrongful Disclosure;
 |
|  | 1. [To be discussed].
 |
|  | 1. The termination of this Agreement does not relieve the Parties of liability for non-performance or improper performance of obligations under this Agreement.
 |
|  | 1. **PERSONAL DATA PROTECTION**
 |
|  | 1. The Parties may collect, use, transfer, store or otherwise process (collectively, "Process") the information that is transferred or received under this Agreement and can be linked to specific individuals (hereinafter the "Personal Data"). The Personal Data can be Processed in various jurisdictions in accordance with the requirements of applicable data protection laws.
 |
|  | 1. The Parties shall be responsible for Processing the Personal Data in accordance with data protection requirements set by Armenian law or other applicable law (as the case may be), including based on the relevant permits and authority.
 |
|  | 1. **NOTIFICATIONS**
 |
|  | 1. All notices and other communications pertaining to the Agreement shall be made in writing and shall be deemed to have been duly executed when delivered in person or sent by facsimile or courier service. Notices and other communications pertaining to the Agreement can be additionally made via email, taking into account the provisions of Clause 7.2.

The contact information of the Parties for notices and other communications pertaining to the Agreement is given in this Clause 7.1 below. |
|  | **To the Competent Authority**Ministry of Internal Affairs of the Republic of ArmeniaAddress: [To be added]. Fax: [To be added]. Email: [To be added]. Copy to: [To be added]. |
|  | **To the Applicant**[Applicant’s name]Attention: [name of the Authorized Person]Address: [To be added].Fax: [To be added].Email: [To be added]. |
|  | 1. Unless the Agreement provides otherwise, the legal effect shall be accorded solely to paper form communications, information and documents submitted and/or received with respect to this Agreement.

Certain communications and information pertaining to the Agreement may be additionally submitted and/or received under this Agreement via email. In case of any discrepancies between communications and information in paper form and communications and information in electronic form submitted and/or received with respect to this Agreement, the paper form communications and information shall prevail. |
|  | 1. All notices and other communications pertaining to this Agreement shall be made in Armenian and English unless the Agreement stipulates otherwise.
 |
|  | 1. **GOVERNING LAW AND DISPUTE RESOLUTION**
 |
|  | 1. This Agreement and any other matters and obligations arising in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Armenia.
 |
|  | 1. Any dispute, controversy or claim arising out of or relating to this Agreement, particularly with respect to interpretation, execution, breach, termination or invalidity thereof, shall be settled [*indicate the relevant option, other to be deleted*]

[by the competent courts of the Armenia] [*option applies in case there is a resident Applicant]*[by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with its Rules. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.] [*option applies in case there is a non-resident Applicant*] |
|  | 1. **FINAL PROVISIONS**
 |
|  | 1. This Agreement is deemed executed as of the date of its signing by the Parties and shall be valid for ten (10) years after its execution date. The general signing procedure for this Agreement is set out in Clause 7.2 of the RFQ.
 |
|  | 1. This Agreement constitutes the entire agreement between the Parties as to the matters it governs, and supersedes all prior agreements, correspondence and representations with respect thereto. All Annexes to this Agreement qualify as integral parts of the Agreement.
 |
|  | 1. Obligations and responsibilities of the Parties under this Agreement shall remain in force for all successors of the Parties, whereof the relevant Party is obliged to inform the other Party in writing.
 |
|  | 1. This Agreement is made in two originals, with one original for each of the Parties, having equal legal force, in English and in Armenian. In case of any discrepancy between the English and the Armenian text of this Agreement, the [Armenian] version shall prevail.
 |
|  | 1. All changes to the Agreement shall be carried out in writing upon the mutual consent of the Parties.
 |
|  | 1. This Agreement may be terminated by mutual consent the Parties formalized as an additional agreement.

The Competent Authority may also unilaterally withdraw from performance of the Agreement subject to sending a prior notice to the Applicant in the manner set out in section 7 of this Agreement no later than three (3) Business Days before such withdrawal. In such case the Agreement shall be deemed terminated as of the date of receipt of the relevant Competent Authority’s withdrawal notice by the Applicant. |
|  | 1. If any of the provisions of this Agreement is found to be or become invalid or void, the remaining provisions of this Agreement shall remain in force and the Parties shall negotiate the relevant changes to the Agreement.
 |
|  | 1. Neither Party may assign any of its rights, obligations or claims under this Agreement, save for the case of succession.
 |
|  | *[Signature page to follow]* |

|  |  |
| --- | --- |
|  | 1. **DETAILS AND SIGNATURES OF THE PARTIES**
 |
|  | **Competent Authority** |
|  | **Ministry of Internal Affairs of the Republic of Armenia**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *[Bank details of the Competent Authority]* |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the authorized person] |
|  | **Applicant** |
|  | **[Name]**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *[Bank details of the Applicant]* |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the Authorized Person] |

|  |  |
| --- | --- |
|  | 1. **Data Room Rules and Procedures**
 |
|  | IN USING THE DATA ROOM, DATA ROOM USERS ACCEPT THE DATA ROOM RULES AND PROCEDURES SET OUT BELOW |
|  | * 1. **GENERAL PROVISIONS**
 |
|  | 1. These Data Room Rules and Procedures (hereinafter the "Rules") set out the rules of access to and the use regime of the Data Room. These Rules are contained in the RFQ and constitute an integral part of the Agreement on confidentiality and non-disclosure of information (hereinafter the "Agreement").
 |
|  | 1. Unless these Rules stipulate otherwise:
 |
|  | 1. capitalized terms and expressions that are used in these Rules and are not defined separately in the Agreement or other Clauses or parts of these Rules, shall have the meaning given to them under the RFQ (its relevant part);
 |
|  | 1. capitalized terms and expressions that are used in these Rules and are defined separately in the Agreement, shall have the meaning given to them under the Agreement.
 |
|  | 1. The Data Room consists of two parts:
 |
|  | 1. part 1 that contains the publicly available (non-confidential) information for the purposes of participation in the Selection Procedure ("Data Room Part 1").

Data Room Part 1 is available for Applicants, Authorized Persons, Consortium Members, their representatives, and other persons involved in Applicant’s participation in the Selection Procedure via the link indicated in the Data Sheet to the RFQ, subject to the requirements set out in these Rules. |
|  | The Applicant shall ensure that all persons using Data Room Part 1 in connection with participation of such Applicant in the Selection Procedure comply with, and are aware of, the requirements for using Data Room Part 1 set out in these Rules. |
|  | 1. part 2 that contains the Confidential Information for the purposes of participation in the Selection Procedure ("Data Room Part 2").

Data Room Part 2 is made available to the Applicant and other Data Room Part 2 Users after Applicant’s qualification under the RFQ [and subject to Applicant’s payment of the registration fee for admission to the RFP stage] and execution of the Agreement with the Competent Authority (as set out in section 7 of the RFQ).The Applicant is responsible for compliance with the requirements for using Data Room Part 2, as well as for compliance with the requirements regarding confidentiality and non-disclosure of the Confidential Information contained in Data Room Part 2, by all Data Room Part 2 Users in accordance with terms and conditions of the Agreement and the Tender Documentation. The Applicant shall also ensure that all Data Room Part 2 Users are aware of such requirements. |
|  | 1. The Competent Authority reserves the right, in its absolute discretion, to refuse, deny, or remove, access to the Data Room to any person using the Data Room.
 |
|  | 1. Access to the Data Room shall be administered by the Competent Authority and Data Room administrator, who is the secretary of the Evaluation Commission or other person designated by the Competent Authority (hereinafter "Data Room Administrator").
 |
|  | 1. **NO WARRANTY**
 |
|  | 1. All persons using the Data Room acknowledge that the information contained in the Data Room has been prepared in accordance with the recommendations of the advisors, and neither the Competent Authority nor the advisors represent the said information as being all-inclusive or as containing all data that may be desirable or required in order to properly evaluate the Project and participate in the Selection Procedure.
 |
|  | 1. All persons using the Data Room acknowledge that the Competent Authority makes no representations or warranties, express or implied, as to the completeness of the information in the Data Room for the purposes of participation in the Selection Procedure.
 |
|  | 1. **ACCESS RULES AND SECURITY PRECAUTIONS**
 |
|  | 1. The Applicant and other persons that need access to Data Room Part 1 in connection with Applicant’s participation in the Selection Procedure will have to go to the web page via the link indicated in the Data Sheet to the RFQ.

Persons who obtained access to Data Room Part 1 may further use Data Room Part 1 during the whole term of the Selection Procedure, subject to the provisions of these Rules and Tender Documentation. |
|  | 1. The Applicant receives access information to Data Room Part 2 for each Data Room Part 2 User together with the counterpart of the Agreement signed by the Competent Authority, as set out in Clause 7.2. of the RFQ. The access information to Data Room Part 2 includes a personal link.

Each Data Room Part 2 User may use the Data Room Part 2 by accessing its personal link for access to Data Room Part 2 during the whole term of the Selection Procedure, subject to the provisions of these Rules and the requirements set out in the Agreement and Tender Documentation. |
|  | 1. The link for access to Data Room Part 2 shall be provided separately for each Data Room Part 2 User as per exhaustive list set out in Annex 2 (*List of Data Room Part 2 Users*) to the Agreement executed between the relevant Applicant and the Competent Authority.

No Data Room Part 2 User is allowed to disclose, transfer (re-assign) or enable to use (whether willingly or negligently) its personal link for access to Data Room Part 2 which have been assigned to such Data Room Part 2 User under the Agreement by any third parties. |
|  | 1. Persons using the Data Room shall not attempt to circumvent any of the security features of the website on which the Data Room is held.
 |
|  | No person using the Data Room shall introduce any virus or malware (Trojan horse, worm or other destructive code) to the Data Room or the systems on which the Data Room is held. |
|  | 1. Data Room Part 2 may not be accessed from an internet café or other public wi-fi networks (whether password protected or not) where the public has access.
 |
|  | 1. When a computer or other device being used to access Data Room Part 2 is left (even for a short time), that computer or other device should be locked using a password which is known or accessible only to Data Room Part 2 User and the relevant internal IT support department (as the case may be).
 |
|  | 1. Any documents, files or pieces of information with data derived from Data Room Part 2 must be held and used securely so that to prevent any unauthorized access by third parties to, or Wrongful Disclosure of, the Confidential Information contained in such documents, files or pieces of information in breach of the requirements stipulated by the Agreement.
 |
|  | 1. Documents or files contained in Data Room Part 2 may not be copied in their entirety or essentially in their entirety into any due diligence report or other document designated for the Applicant or other third parties that may be involved in the Applicant’s participation in the Selection Procedure.
 |
|  | 1. At the end of each session accessing the Data Room, the person using the Data Room must close down the browser window.
 |
|  | 1. **SECURITY REQUIREMENTS**
 |
|  | 1. After the document or other file from Data Room Part 2 has been reviewed (analyzed), printed or downloaded any copies of such document or file must be destroyed. Data Room Part 2 Users shall take all steps to erase any copies of Data Room Part 2 information which may have been made on IT systems they used for access to Data Room Part 2. Should the need arise, the Applicant shall provide signed written confirmation that the relevant Data Room Part 2 Users have complied with the requirements of this Clause 4.1 of the Rules upon a separate request of the Competent Authority or its financial or legal advisors in accordance with the notifications procedure set out in the Agreement.
 |
|  | 1. **Q&A AND REQUESTS FOR FURTHER INFORMATION**
 |
|  | 1. Questions regarding information contained in the Data Room or arising from it can be submitted via email to [to specify]. Such questions shall be submitted by the Applicant or the Authorized Persons.
 |
|  | 1. After the relevant question is processed, it shall be posted in the Data Room. If the question and/or its answer does not contain Confidential Information, they shall be posted in Data Room Part 1. If the question and/or its answer contains Confidential Information, it shall be posted in Data Room Part 2.
 |
|  | 1. The Competent Authority / Data Room Administrator will endeavor to provide the responses to questions via the Data Room within a relatively short timeframe.
 |
|  | 1. The rules stipulated in Clauses 5.2-5.3 shall also apply to the provision of information with respect to Qualification Bids via the Data Room in cases set out in the RFQ (its relevant part), with necessary modifications envisaged by the RFQ (its relevant part).
 |
|  | 1. **FUNCTIONING OF THE DATA ROOM**
 |
|  | 1. The Data Room is intended to be available 24 hours a day, 7 days a week. It is not envisaged that the Data Room will require any downtime, although this cannot be guaranteed. The Competent Authority may from time to time notify the Applicant about carrying out the technical maintenance works with respect to the Data Room in the manner set out in the Agreement.
 |
|  | 1. The Competent Authority and/or Data Room Administrator may terminate functioning of the Data Room at any time without notice. No assurance is given that the Data Room will be available at any particular time or that any information can be accessed from the Data Room in any format, at any download rate or at all. The Competent Authority may in its discretion provide alternative means for accessing the Data Room information.
 |
|  | *[Signature page to follow]* |

|  |  |
| --- | --- |
|  | **Competent Authority** |
|  | **Ministry of Internal Affairs of the Republic of Armenia**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the authorized person] |
|  | **Applicant** |
|  | **[Name]**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the Authorized Person] |

|  |  |
| --- | --- |
|  | 1. **List of Data Room Part 2 Users**
 |
|  | We, [name of Candidate], kindly ask to grant access to Data Room Part 2 under the Agreement on confidentiality and non-disclosure of information (hereinafter the "Agreement") for the following Data Room Part 2 Users: |
|  | 1. [Full name of Data Room Part 2 User]
 |
|  | Details of the ID documents of Data Room Part 2 User: [To be added].Address of Data Room Part 2 User: [To be added].Phone number of Data Room Part 2 User: [To be added].Email of Data Room Part 2 User: [To be added]. |
|  | 1. [continue the list as per above sample]
 |
|  | We undertake to comply and shall ensure that all Data Room Part 2 Users under this Annex 2 (*List of Data Room Part 2 Users*) comply, with the requirements of the Agreement with respect to confidentiality and non-disclosure of the Confidential Information. We accept and bear all risks related to non-compliance by any Data Room Part 2 User indicated in this Annex 2 (*List of Data Room Part 2 Users*) with the requirements of the Agreement with respect to confidentiality and non-disclosure of the Confidential Information, including refusal or cancellation of access of Data Room Part 2 User to the Confidential Information and termination of the Agreement. |
|  | This Annex 2 (*List of Data Room Part 2 Users*) is an integral part of the Agreement and is subject to the provisions set out in the Agreement. |
|  | [Signature page to follow] |

|  |  |
| --- | --- |
|  | **Competent Authority** |
|  | **Ministry of Internal Affairs of the Republic of Armenia**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the authorized person] |
|  | **Applicant** |
|  | **[Name]**Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[signature]*[Position and full name of the Authorized Person] |

#### REQUIREMENTS TO RELIABLE BANKS

* 1. For the purposes of this RFQ, Reliable Bank shall be:
1. any resident bank that complies with one of the following conditions:
2. the Republic of Armenia owns more than 75 percent of the issued capital of the bank, directly or indirectly;
3. the bank is a member of a foreign banking group with the rating of not lower than B+ (according to the Standard and Poor's or Fitch ratings) or Ba3 according to the Moody's rating; and
4. any non-resident bank with the credit rating of not lower than B+ (according to the Standard and Poor's or Fitch ratings) or Ba3 according to the Moody's rating.
	1. Any of the following shall not qualify as Reliable Bank:
5. any bank that is subject to (or any persons having Control over the bank which are subject to) the restrictions provided in paragraph 47 of the PPP Procedure;
6. any bank that is subject to (or any persons having Control over the bank which are subject to) sanctions in accordance with Applicable Law or international law;
7. [any resident bank that violated the requirements set by the Central Bank of Armenia regarding the capital adequacy indicator (the H2 indicator) during the previous 12 months;]
8. [any resident bank with an amount of regulatory capital 25 percent of which is lower than the amount of guarantees provided by such bank (i.e., compliance with the conditions of security (guarantee) in full will bear the risk of the bank’s violating the norms for the maximum credit risk per counterparty set by the Central Bank of Armenia)].

#### DEFINITIONS AND INTERPRETATION

1. Capitalized terms, expressions and abbreviations used in this RFQ shall have the meaning ascribed to them in this Clause 1.1.

|  |  |
| --- | --- |
| **Advisors** | means individuals and/or legal entities that have expertise in the relevant area and can provide conclusions, clarifications, recommendations and advice on issues that require such expertise (such as legal, technical, commercial, financial matters) during the Selection Procedure. |
| **Agreement** | means, depending on the context, the draft Agreement for the Project approved as part of the RFP or the Agreement that will be entered into between the Competent Authority and the Project Company. |
| **Announcement** | means the announcement of the Selection Procedure published [at Mineconomy's official website], as well as other announcements published additionally in the international media, as indicated in paragraph 68 of the PPP Procedure. For any formal purposes (including the purpose of calculation of any time periods from the Announcement date under this RFQ), the publication date of the Announcement [at Mineconomy's official website] shall be used. |
| **Applicant** | means legal persons or Consortia that participate in the Selection Procedure, as provided in item 5 of Article 2(1) of the PPP Law. |
| **Armenia** | means the Republic of Armenia. |
| **Applicable Law** | means the law of Armenia, including the Constitution of Armenia, laws, decrees, decisions or regulations and other forms of primary and secondary legislation which are in force in Armenia, including international treaties. |
| **Audit Firm** | means a legal entity which is entitled to carry out audit activities under the laws of its country of incorporation and meets the requirements set out in Form G (*Confirmation of Requirements for Audit Firm*) of Annex 6 (*Content of Qualification Bid)*. |
| **Authorized Officials** | means the head, [the deputy head] and the secretary of the Evaluation Commission. |
| **Authorized Persons** | means individuals authorized to represent the Applicant under the relevant Authorizing Documents in connection with the Selection Procedure. |
| **Authorizing Documents** | means a document or documents confirming the authority of the Authorized Person to represent the Applicant under the Selection Procedure. The Authorizing Documents may take form of a power of attorney, the content requirements for which are set out in Form B (*Content Requirements for Power of Attorney*) of Annex 6 (*Content of Qualification Bid*), or other documents that expressly confirm the authority of the Authorized Person to represent the Applicant and set forth at least the same scope of authority as that indicated in Form B of Annex 6 (*Content of Qualification Bid*). |
| **Beneficial Owner** | means an individual, a state (relevant state authority), a territorial community (acting individually or through the relevant self-government authority) that has direct or indirect Control over an Applicant, including Control through the persons or entities having Control relations with an Applicant or other Consortium Member. |
| **Bid** | means a set of documents which should be prepared and submitted by a Qualified Applicant in accordance with the RFP. |
| **Business Day** | means a day when banks are open for business in Armenia, and which is not a Saturday or Sunday, a public holiday or a non-business day under Applicable Law. |
| **Candidate** | means the Applicant that submitted a Qualification Bid but in relation to whom the Evaluation Commission has not yet taken the decision on qualification in accordance with the terms and conditions of the RFQ. |
| **Competent Authority** | means the Ministry of Internal Affairs of the Republic of Armenia. |
| **Consortium**  | means legal entities (Lead Member and other Consortium Members), resident and/or non-resident, that participate in the Selection Procedure as an Applicant on the basis of joint activities and have agreed, among other matters, on the joint implementation of the Project and compliance with the terms and conditions of the Agreement in case the Consortium becomes the winner of the Selection Procedure. |
| **Consortium Member** | means a legal entity being part of the Consortium, whether the Lead Member or other Consortium Members. |
| **Control** | means decisive influence on business activities of a business entity or its part that is exercised by one or several related legal entities and/or individuals directly or through other persons, in particular by: the right to own or use all the assets or their considerable part; the right ensuring a decisive impact on determining the composition, voting results, and decisions of the business entity’s governing bodies; the execution of such agreements and contracts that make it possible to define the conditions of business activities, give binding instructions or perform functions of the business entity’s governing body; occupying the position of a head or a deputy head of the supervisory board, the board of directors or other supervisory or executive body of a business entity by a person that occupies one or several of the aforementioned positions at other business entities; occupying more than half of the positions of members of the supervisory board, the board of directors, other supervisory or executive bodies of a business entity by persons that occupy one or several of the aforementioned positions at another business entity. Legal entities and/or individuals that jointly or concertedly perform business activities, including those that jointly or concertedly influence business activities of a business entity, shall be considered as related. The related individuals include, inter alia, spouses, parents and children, brothers and/or sisters. The term "to Control" shall be construed accordingly. |
| **Data Room** | means the special web resource containing information in electronic form which may be necessary for preparation and submission of documents for participation in the Selection Procedure, and which is contained in two separate parts of the Data Room, as described in Clause 3.6. |
| **Data Room Part I** | means the part of the Data Room which contains publicly available (non-confidential) information regarding the Project, as indicated in Clause 3.6.1(a). |
| **Data Room Part II** | means the part of the Data Room which contains confidential information regarding the Project, as indicated in Clause 3.6.1(b). |
| **Data Room Rules and Procedures** | means the document which establishes the rules for access to and use of the Data Room and which is set out in Annex 6 (*Form of Non-Disclosure Agreement*). The Data Room Rules and Procedures also form an integral part of the Non-Disclosure Agreement after its execution in accordance with these RFQ. |
| **Data Sheet** | means the data sheet attached as Annex 1 (*Data Sheet*). |
| **Estimated Schedule** | has the meaning assigned to it in Clause 4.1.2. |
| **Evaluation Commission** | means a special body responsible for conducting the Selection Procedure, in particular (for the purposes of this RFQ) for opening and evaluation of Qualification Bids. |
| **Government** | means the Government of Armenia. |
| **Lead Member** | means the Consortium Member which is designated to represent and irrevocably bind all Consortium Members in all matters related to the Selection Procedure, including but not limited to the submission of the Qualification Bid on behalf of the Consortium, and which shall meet the requirements set in Clause 2.1.3. |
| **Material Deviation** | means with respect to the Qualification Bid any material deviation, objection, conditionality or reservation:1. that affects in a substantial way compliance with the general requirements to Applicants set out in Annex 4 (*General Requirements to Applicants*) and/or fulfilment of Qualification Criteria;
2. waiver of which would substantially unfairly affect the competitive position of other Applicants who are presenting Qualification Bids that are in conformity with the RFQ; or
3. otherwise substantially negatively affects the rights of the Competent Authority or the obligations of the Applicant in the Selection Procedure and subsequently under the Agreement.
 |
| **Non-Disclosure Agreement** | means the agreement in the form set out in Annex 7 (*Form of Non-Disclosure Agreement*) that should be executed between the Candidate qualified to take part in the Selection Procedure at the RFP stage in accordance with this RFQ and the Competent Authority and that sets out the terms and conditions on confidentiality and non-disclosure of information to be provided as part of the Selection Procedure. |
| **Officer** | means a sole (one-person) executive authority, head and members of a collective executive authority, of a supervisory board, of an internal audit body, a sole internal auditor, or chief accountant of a legal entity. |
| **Parent Company** | means any legal entity which Controls the Applicant or Consortium Member. |
| **Potential Conflict of Interest** | means evidence of a person’s Private Interest in the area of person’s official or representative powers which may affect independence or impartiality of that person’s decisions, or affect that person’s actions within the performance of his/her powers. |
| **Private Interest** | means any pecuniary or non-pecuniary interest of a person, including interest arising out of personal, family, amicable or other non-official relationships with individuals or legal entities, including relationships in connection with membership or engagement in civic, political, religious or other organizations. |
| **Project** | means public-private partnership project for the issuance and distribution of identity documents and operation and servicing of the facilities involved in the ID documents provision in Armenia. |
| **Project Company**  | has the meaning assigned thereto in Clause 2.4. |
| **Qualification Bid** | means the set of documents prepared and submitted by a Candidate in order to be qualified to take part in the Selection Procedure at the RFP stage, as per the format and contents set out in Annex 6 (*Content of Qualification Bid*). |
| **Qualification Bids Evaluation Deadline** | has the meaning assigned thereto in Clause 6.1.1. |
| **Qualification Bids Submission Deadline** | has the meaning assigned thereto in Clause 4.1.1. |
| **Qualification Criteria** | means the technical criteria and financial criteria set forth in Annex 4 (*Qualification Criteria*). |
| **Qualification List** | has the meaning assigned thereto in Clause 6.6.1. |
| **Qualified Applicant** | means the Applicant that has been qualified to take part in the Selection Procedure at the RFP stage in accordance with the terms and conditions of this RFQ, [paid the registration fee], and entered into the Non-Disclosure Agreement with the Competent Authority. |
| **Real Conflict of Interest** | means the conflict between a person’s Private Interest and official or representative authority that may affect such person’s neutrality or unbiased decision-making, or influence his/her action or lack of action during exercising the specified authority. |
| **Related Companies** | means one or several of the following legal entities:1. a Parent Company;
2. a legal entity Controlled by the Applicant or Consortium Member; and/or
3. a legal entity which is Controlled by the same Parent Company that Controls the Applicant or Consortium Member.

For the purposes of this RFQ, the relations of Control between the Related Companies shall in any case be deemed to exist where:1. the Parent Company holds, directly or indirectly, over 50% of voting rights or equity interest in the Applicant or the Consortium Member;
2. the Applicant or a Consortium Member holds, directly or indirectly, over 50% of the voting rights or equity interest in the relevant legal entity; and/or
3. a Parent Company holds, directly or indirectly, over 50% of the voting rights or equity interest in a legal entity and the Applicant or Consortium Member.
 |
| **Reliable Bank** | means a bank that meets the requirements of Annex 8 (*Requirements to Reliable Banks*). |
| **Request for Qualification (RFQ)**  | means this document setting out the Qualification Criteria and conditions for qualification of Applicants under the Selection Procedure, as well as other terms and conditions which should and/or may be reflected in the RFQ under the Applicable Law. |
| **Request for Proposal (RFP)** | means the document setting the conditions for Applicants for the purposes of concluding the Agreement, as well as other terms and conditions which should and/or may be reflected in the RFP under the Applicable Law, and is intended for the Qualified Applicants. |
| **Selection Procedure** | means the entirety of actions aimed at implementing the procedures, exercising rights and responsibilities provided by the Applicable Law for the purpose of selecting a private partner for implementation of the Project.The terms and conditions of selecting the winner of the Selection Procedure are specified in the RFP. |
| **SPV** | means a special purpose vehicle, a company specifically created by persons interested in joint participation in the Selection Procedure and implementation of the Project for the purpose of joint participation in the Selection Procedure. |
| **Third Party Individual**  | means a natural person (including a natural person performing business activities under the laws of its jurisdiction and having the relevant legal status to this effect) engaged by a Candidate for the purposes of compliance with the Qualification Criteria indicated in section 3 of *Annex 5* (*Qualification Criteria*) and to whom a Candidate intends to delegate the provision of the relevant part of activities or other obligations within the scope of such person's competence under the Agreement (should such Candidate be designated as the winner of the Selection Procedure). |

1. In this Request for Qualification, unless the context otherwise requires:
	* 1. any reference to a "Clause" or "Annex" is a reference to a respective clause or annex of this Request for Qualification;
		2. any reference to "AMD " or "dram" is a reference to the lawful currency of Armenia. References to "$", "USD" or "dollar" are to the lawful currency of the United States of America. References to "€", "EUR" or "euro" are to the lawful currency as at the date of this Request for Qualification of the member states of the European Union who have adopted and retain the euro as their lawful currency in accordance with the legislation of the European Union and for the avoidance of doubt this definition shall not extend to any new currency of any member state which ceases to use the euro as its only lawful currency.

Terms and expressions that are not defined elsewhere in this Request for Qualification shall have the meaning ascribed to them under the Applicable Law.

1. According to ISO/CEI 7810 standard. [↑](#footnote-ref-2)
2. 500 specimens per each type of passport and each type of ID card should be provided. [↑](#footnote-ref-3)
3. “Advanced Asia” refers to Australia, Hong Kong SAR, Japan, Korea, New Zealand, Singapore, and

Taiwan Province of China, <https://www.imf.org/-/media/Websites/IMF/imported-flagship-issues/external/pubs/ft/reo/2016/apd/eng/pdf/_areo0516definitionspdf.ashx> [↑](#footnote-ref-4)
4. If the Candidate relies on the Consortium Members to demonstrate experience in completion of Reference Projects, indicate the company name of the relevant Consortium Member. [↑](#footnote-ref-5)
5. The share in the Reference Project shall be indicated as the percentage of activities (services, works etc.) completed by the Candidate / Lead Member / other Consortium Member under the relevant contract for the Reference Project. If the Candidate / Lead Member / other Consortium Member participated in a joint venture or consortium under a Reference Project, the relevant financial or equity participation in the completion of the Reference Project can be indicated. [↑](#footnote-ref-6)
6. To be indicated as per items (a)-(f) of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*). For the Reference Project indicated in item (a) of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*), the Candidate should provide a description of citizen identity, ID card and passport management software used at a site where the relevant end-to-end systems under the Reference Project were deployed. [↑](#footnote-ref-7)
7. If the Reference Project is still ongoing, indicate the end date of the completed part of the Reference Project conforming to the scope of work and the requirements set in description of the Reference Projects under items (a)-(f) of paragraph 2.1 of section 2 of Annex 5 (*Qualification Criteria*). [↑](#footnote-ref-8)
8. The Evaluation Commission may, in accordance with the RFQ rules, reach out to the contact person(s) to clarify the details of the relevant Reference Project. [↑](#footnote-ref-9)