

REPUBLIC OF ARMENIA  
Ministry of Education, Science, Culture and Sport

**PROCUREMENT OF SCIENCE LABORATORY  
EQUIPMENT FOR ESTABLISHMENT OF RESEARCH  
AND EDUCATIONAL CENTER FOR THE  
MICROFABRICATION OF OPTICAL SYSTEMS**

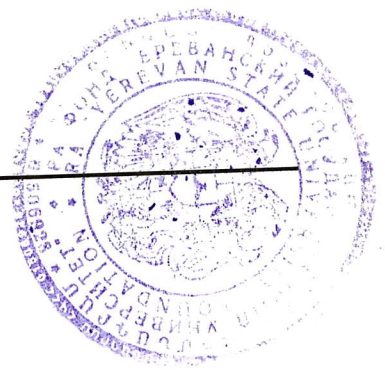
**Reference No. ICB-2023/1-YSU  
LOT 1 (Femtosecond laser)**

**Project: ADDITIONAL FINANCING FOR  
“EDUCATION IMPROVEMENT PROJECT”**

**Purchaser: YEREVAN STATE UNIVERSITY  
FOUNDATION**

**Country: REPUBLIC OF ARMENIA**

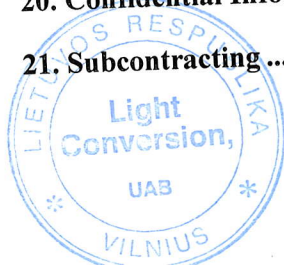
**Issued on: 16 April, 2024**



# Section VIII - General Conditions of Contract

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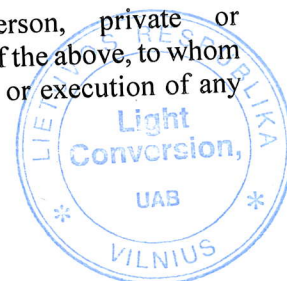


## Section VIII - General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.
- (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any



part of the Related Services is subcontracted by the Supplier.

- (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **“The Project Site,”** where applicable, means the place named in the SCC.

## 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

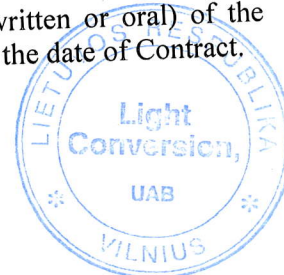
## 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC.**
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
 

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment



No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

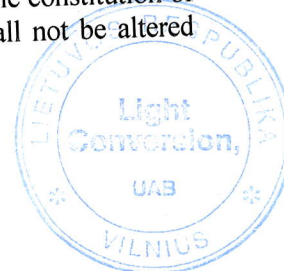
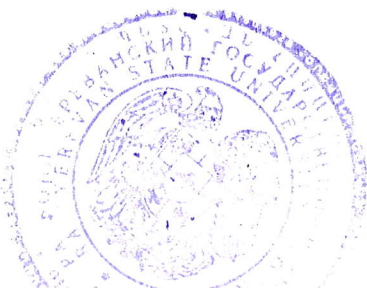
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

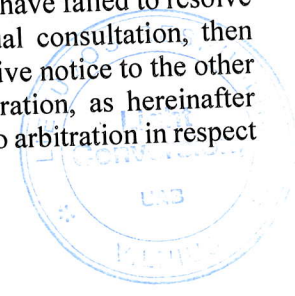
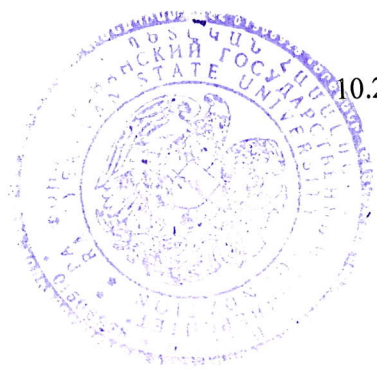


- 7. Eligibility
  - 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
  - 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8. Notices
  - 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
  - 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 9. Governing Law
  - 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.
  - 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
    - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
    - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- 10. Settlement of Disputes
  - 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
  - 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect



of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

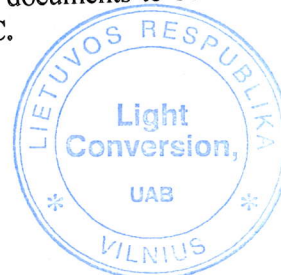
11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**13. Delivery and Documents**

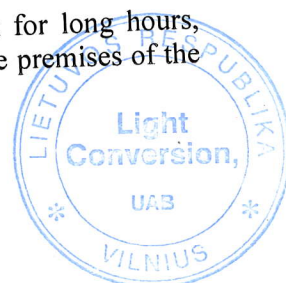
13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.





#### 14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
  - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.



14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

#### 15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

#### 16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

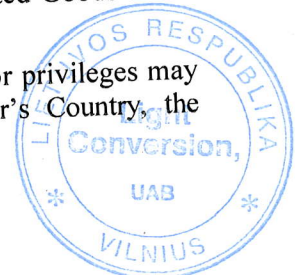
16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### 17. Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the



Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## 18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

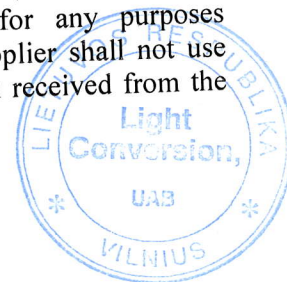
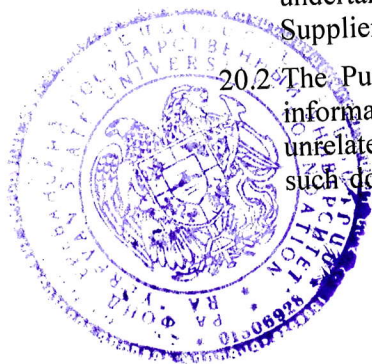
## 19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the



Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## 21. Subcontracting

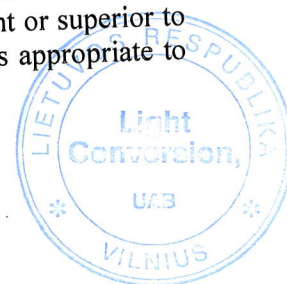
21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## 22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.



- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

### 23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

### 24. Insurance

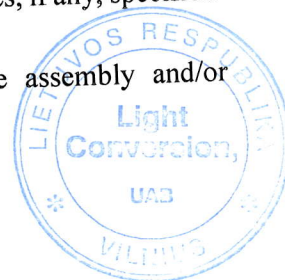
24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

### 25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;



- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

## 26. Inspections and Tests

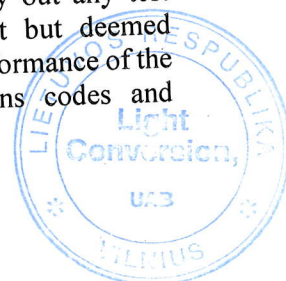
26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and



standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

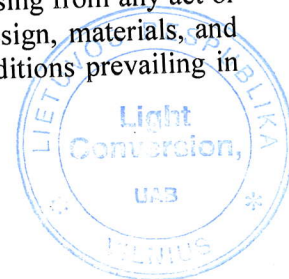
## 27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## 28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.



28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

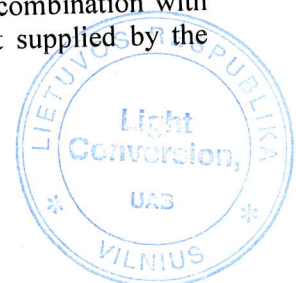
28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.





29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

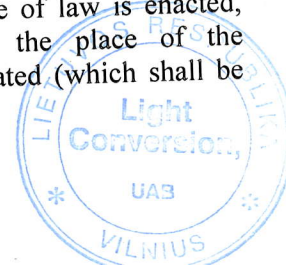
### 30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

### 31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be



deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### 32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

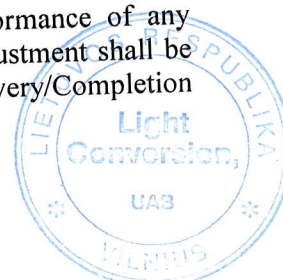
32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion



Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

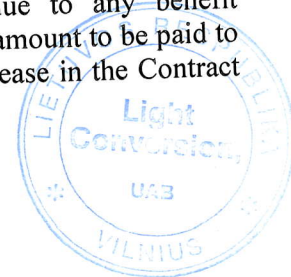
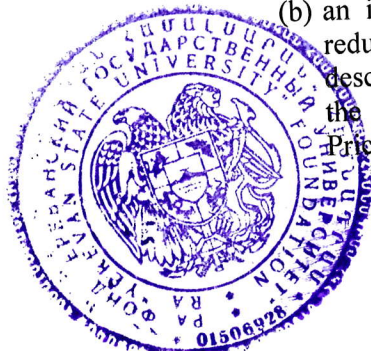
The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.



33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### 34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### 35. Termination

##### 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

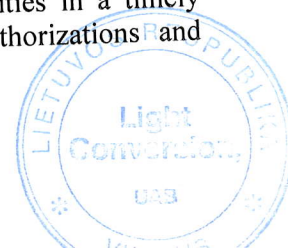
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### 37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and



licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.



# APPENDIX 1

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

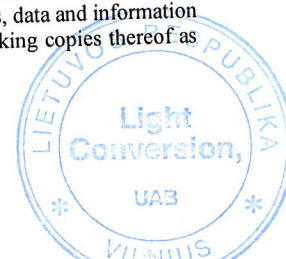
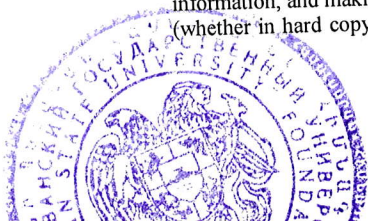


- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as





to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.



relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

Bidder's Name: *Light Conversion, UAB*

Date: *20<sup>th</sup>, December, 2023*

Joint Venture Member's or Subcontractor's Name: *none*

RFB No. and title: *ICB-2023/1-YSU*

Page 1 of 1 pages

<b>SEA and/or SH Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li><li><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li><li><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</li></ul>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>



*[Handwritten signature]*



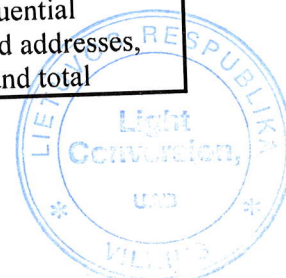
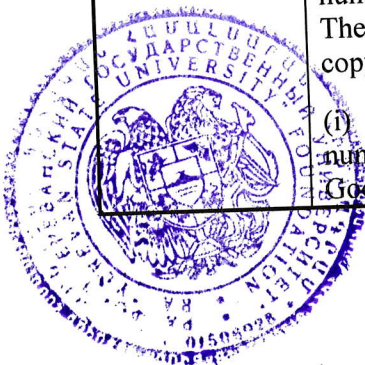
## Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

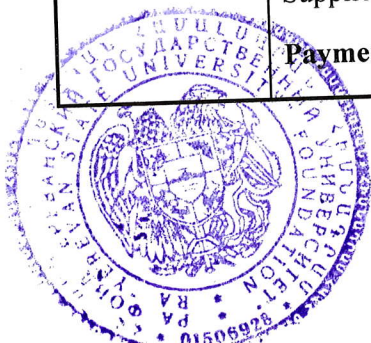
GCC 1.1(i)	The Purchaser's Country is: <b>Republic of Armenia</b>
GCC 1.1(j)	The Purchaser is: <b>Yerevan State University Foundation</b>
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: <b>Project Sites specified in Section VII, Schedule of Requirements.</b>
GCC 1.1 (p)	<p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:  <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  <b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.</li> </ul>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <b>Incoterms 2020.</b>
GCC 5.1	The language shall be: <b>English.</b>



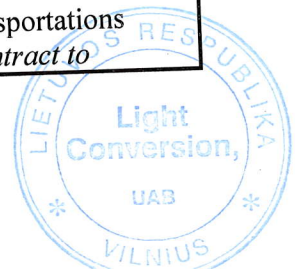
GCC 8.1	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention: <b>Ms. Flora Mangyan</b></p> <p>Address: <b>1 Alex Manoogian str.</b></p> <p>Floor/ Room number: <b>1st floor, 205 room (procurement unit)</b></p> <p>City: <b>Yerevan</b></p> <p>ZIP Code: <b>0025</b></p> <p>Country: <b>Republic of Armenia</b></p> <p>Telephone: <b>+374 60 710 012</b></p> <p>Electronic mail address: <b><u>gnumner@ysu.am</u></b></p>
GCC 9.1	The governing law shall be the law of: <b>Republic of Armenia</b>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) <b>Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) <b>Contracts with Supplier national of the Purchaser's Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(i) Copies of the Supplier's invoice showing date and sequential number of the invoice, Supplier's and Purchaser's names and addresses, Goods' description and specifications, quantity, unit price, and total</p>



	<p>amount, as provided in the Supplier's Price Schedule, costs of loading, unloading, transportation and insurance up to the Purchaser's country customs office (in separate lines), as well as prepayments received;</p> <p>(ii) Original and 2 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 copies of nonnegotiable bill of lading;</p> <p>(iii) Copies of the packing list identifying contents and weights of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi) Certificate of origin.</p> <p>The above documents shall be fully compliant to the descriptions given above and be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not, the Supplier will be responsible for any consequent expenses.</p> <p><b>For Goods supplied from within the Purchaser's country:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Manufacturer's or Supplier's warranty certificate;</p> <p>(iii) Certificate of origin.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 14.9	<b>Not Applicable</b>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p>



	<p>Payment of foreign currency portion shall be made in <b>EURO</b> in the following manner:</p> <p>(i) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through <b>Bank transfer</b> upon submission of documents specified in GCC Clause 13.</p> <p>(ii) <b>On Delivery and Acceptance:</b> Twenty (20) percent of the Contract Price of Goods delivered to the Final Destination and One hundred (100) percent of the Services (Inland transportation and other services) shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser declaring that the Goods have been delivered and that all contracted Services have been performed.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>60 (sixty) days</b>.</p> <p>The interest rate that shall be applied is <b>0.1 % per week</b>.</p>
<b>GCC 18.1</b>	<p>A Performance Security <b>shall be required</b>.</p> <p>The amount of the Performance Security shall be: <b>ten percent (10%) of the Contract Price</b>.</p> <p>After delivery and acceptance of the Goods, the performance security shall be reduced to two percent (2%) of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 28.3</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: <b>a Bank Guarantee</b>.</p> <p>The Performance security shall be denominated in <i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price</i>.</p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: <b>No any additional requirements</b>.</p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <b>No any additional requirements</b>.</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>The Supplier is required under the Contract to</i></p>



	<i>transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</i>
GCC 25.2	Incidental services to be provided are: <i>N/A</i>
GCC 26.1	The inspections and tests shall be: <ul style="list-style-type: none"> <li>• Inspection on correspondence to the Technical Specifications offered in the Supplier's Bid (Conformity to the Technical Specifications) at the final destination points;</li> <li>• Inspection on physical conditions and functionality of the equipment at the final destination points (Defects and Damages Inspection).</li> <li>• Inspection on correspondence to the Technical Specifications offered in the Supplier's Bid (Conformity to the Technical Specifications) and on physical conditions (Defects and Damages Inspection) at the premises of the Supplier before delivery to the final destination points for the five sample.</li> </ul>
GCC 26.2	The Inspections and tests shall be conducted at: the final places of destinations in the Purchaser's Country as specified in the Section VII Schedule of Requirements.
GCC 27.1	The liquidated damage shall be: 0.5% per week for delayed goods.
GCC 27.1	The maximum amount of liquidated damages shall be: not exceed 10%.
GCC 28.3	The period of validity of the Warranty shall be: 12 (twelve) months.  For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>Project Sites specified in Section VII Schedule of Requirements.</b>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <b>30 days for service visit and 3 months if it is necessary to ship back the device to factory. The transportation costs will be fully covered by the supplier.</b>
GCC 33.4	<i>N/A</i>



## Contract Agreement

THIS AGREEMENT made on the 16<sup>th</sup> day of April, 2024.

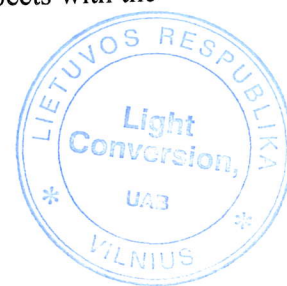
BETWEEN

- (1) **YEREVAN STATE UNIVERSITY FOUNDATION** and having its principal place of business at 1 Alex Manoogian st., Yerevan, 0025, Republic of Armenia (hereinafter called "the Purchaser"), of the one part, and
- (2) **Light Conversion UAB**, a corporation incorporated under the laws of Lithuania and having its principal place of business at Keramiku st. 2B, LT-10233, Vilnius, Lithuania (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *Femtosecond laser* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of 121400 EUR (one hundred twenty-one thousand four hundred), without taxes and duties related to customs clearance according to the RA tax legislation as well as taxes on income from Armenian sources by non-resident partner (hereinafter called "the Contract Price").

The Purchaser and the Supplier agree as follows:

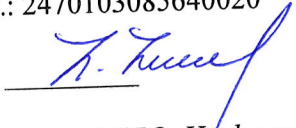

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) Special Conditions of Contract
  - (d) General Conditions of Contract
  - (e) the Specification (including Schedule of Requirements and Technical Specifications)
  - (f) the completed Schedules (including Price Schedules)
  - (g) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.





4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Armenia on the day, month and year indicated above.

<p>For and on behalf of the Purchaser  <b>YEREVAN STATE UNIVERSITY</b>  Beneficiarys bank  Ardshinbank CJSC  13 Gr. Lusavorich str. Yerevan, Armenia  SWIFT code: ASHBAM22  Account number:  YSU fin.: 2470103085640030  Grant fin.: 2470103085640020</p> <p>Signed: </p> <p>in the capacity of <i>CEO, Hovhannes Hovhannisyan</i>  In the presence of Mushegh Rafayelyan</p>	<p>For and on behalf of the Supplier  <b>Light Conversion UAB</b>  Registration No. 222598890  VAT payer code LT225988917  IBAN LT66 7044 0600 0109 2294  AB SEB bankas, bank code 70440  SWIFT: CBVILT2X</p> <p>Signed: </p> <p>in the capacity of <i>CEO, Martynas Barkauskas</i>  in the presence of <i>Konstantinas Zakalskis</i></p>
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## Letter of Acceptance

МИНИСТЕРСТВО ОБРАЗОВАНИЯ,  
НАУКИ, КУЛЬТУРЫ И СПОРТА  
РЕСПУБЛИКИ АРМЕНИЯ  
ԵՐԵՎԱՆՔԻ ԳՕՍԱԴՐԱՏՎԵՆՆԻ  
ՄՈՒՆԻՎԵՐՍԻՏԵՏ



THE MINISTRY OF EDUCATION,  
SCIENCE, CULTURE AND SPORT  
REPUBLIC OF ARMENIA  
YEREVAN STATE UNIVERSITY

ՀՀ ԿՐԹՈՒԹՅԱՆ, ԳԻՏՈՒԹՅԱՆ, ՄՇԱԿՈՒՅԹԻ ԵՎ ՍՊՈՐՏԻ ՆԱԽԱՐԱՐՈՒԹՅՈՒՆ  
ԵՐԵՎԱՆԻ ՊԵՏԱԿԱՆ ՀԱՄԱԼՍԱՐԱՆ

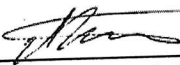
11 March 2024

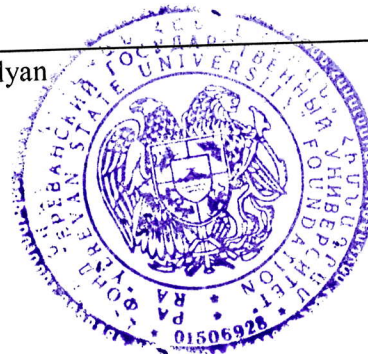
To: *Light Conversion, UAB*

Subject: *Notification of Award Contract No. ICB-2023/1-YSU*

This is to notify you that your Bid dated *20th of December 2023* for execution of the procurement of femtosecond laser of *ICB-2023/1-YSU* for the Accepted Contract Amount of *121400 EUR (one hundred thirty four thousand eight hundred ninety euros)*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature:   
Name and Title of Signatory: Mushegh Rafayelyan  
Name of Agency: Yerevan State University



Attachment: **Contract Agreement**



## Letter of Bid

**Date of this Bid submission:** 20<sup>th</sup> of December 2023

**RFB No.:** ICB-2023/1-YSU

**Request for Bid No.:** ICB-2023/1-YSU

**Alternative No.:** NO

To:

*Yerevan State University Foundation*

*Head of the Procurement Division of Yerevan State University*

**Ms. Flora Mangyan**

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** We, including any of our subcontractors:
- (i) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: femtosecond laser
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: Lot 1 price 121400 EUR (one hundred twenty-one thousand four hundred euros).

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: NO

(ii) The exact method of calculations to determine the net price after application of discounts is shown below



- (h) **Bid Validity:** Our Bid shall be valid until 17<sup>th</sup> of April 2024 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution
- (m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: NO

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)


- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.



**Name of the Bidder:**  
Light Conversion, UAB

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
Martynas Barkauskas

**Title of the person signing the Bid:** CEO

**Signature of the person named above:** 

**Date signed** 20 day of December, 2023

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



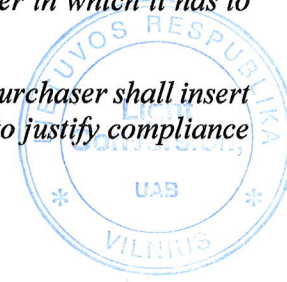
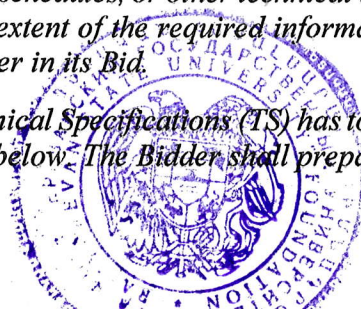
### 3. Technical Specifications

*The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The Bank encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc Bidding form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.*


*If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements*



“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	LOT 1 Technical Specifications and Standards	Trade mark and model: Country Proposed Specifications
1	Femtosecond laser	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Femtosecond laser should provide at least 10W mean output power and 200 μJ pulse energy.</li> <li>• Pulse duration (assuming Gaussian pulse shape): &lt; 290 fs,</li> <li>• Pulse duration adjustment range: at least 290 fs – 10 ps,</li> <li>• Repetition rate adjustment range: at least 1 – 200 kHz,</li> <li>• Fundamental wavelength: 1030 ± 10 nm,</li> <li>• Pulse selection: Single-shot, Pulse-on-Demand, any base repetition rate division,</li> <li>• Output power stability: RMS deviation &lt; 0.5 % over 100 hours,</li> <li>• Output pulse-to-pulse energy stability: RMS deviation &lt; 0.5 % over 24 hours,</li> <li>• Output beam quality: TEM00; M2 &lt; 1.2,</li> <li>• Pre-pulse contrast: &lt; 1 : 1000,</li> <li>• Post-pulse contrast: &lt; 1 : 200,</li> <li>• Output beam polarization: Linear, horizontal,</li> <li>• Beam diameter: (FW at 1/e<sup>2</sup>) 3.0 – 3.5 mm ± 0.3 mm,</li> </ul>	<p>Light Conversion Pharos PH2-10, Lithuania Laser output power 10 W Pulse duration (assuming Gaussian pulse shape) &lt; 290 fs Pulse duration adjustment range 290 fs - 10 ps Pulse energy 200 μJ Repetition rate adjustment range 1 – 200 kHz Fundamental wavelength 1030 ± 10 nm Pulse selection Single-shot, Pulse-on-Demand, any base repetition rate division Output power stability RMS deviation &lt; 0.5 % over 100 hours Output pulse-to-pulse energy stability RMS deviation &lt; 0.5 % over 24 hours Output beam quality TEM00; M2 &lt; 1.2 Pre-pulse contrast &lt; 1 : 1000</p>

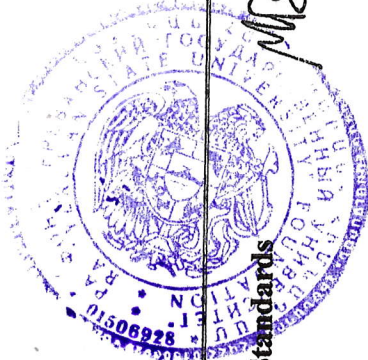


	<ul style="list-style-type: none"> <li>• Beam pointing stability: &lt; 20 <math>\mu</math>rad/<math>^{\circ}</math>C,</li> <li>• Chiller type: water-to-water or water-to air,</li> <li>• Supply mains voltage: AC 220-240 V, 50 Hz,</li> <li>• Operating temperature: 15 – 30 <math>^{\circ}</math>C (59 – 86 <math>^{\circ}</math>F),</li> <li>• Relative humidity: &lt; 80 % (non-condensing).</li> </ul> <p><b>Must support tunable GHz and MHz burst with burst-in-burst capability</b></p> <ul style="list-style-type: none"> <li>• GHz-Burst: with 200 <math>\pm</math> 40 ps intra burst pulse period and up to 25 pulses</li> <li>• MHz-Burst: with <math>\approx</math>15 ns intra burst pulse period and up to 9 pulses</li> </ul> <p><b>Must include automated second- and third-harmonic generator integrated in the laser head.</b></p> <ul style="list-style-type: none"> <li>• Output wavelength: 1030 nm or 515 nm or 343nm (selection by software),</li> <li>• Minimum input pulse energy: 20-200 <math>\mu</math>J.</li> <li>• harmonic generator should be adjusted for one laser repetition rate (pulse energy) and lower repetition rates should be available using pulse picker integrated in the laser</li> <li>• Conversion efficiency: &gt;50 % (2H), &gt;25 % (3H)</li> <li>• Beam quality: (M2) &lt; 1.4 for 2H, and &lt; 1.5 guaranteed for 3H</li> </ul> <p><b>Warranty:</b> Not less than 1-year should be offered</p>	<p>Post-pulse contrast &lt; 1 : 200</p> <p>Output beam polarization Linear, horizontal</p> <p>Beam diameter (FW at <math>1/e^2</math>) 3.3 <math>\pm</math> 0.3 mm</p> <p>Beam pointing stability &lt; 20 <math>\mu</math>rad/<math>^{\circ}</math>C</p> <p>Chiller type W-W or W-A</p> <p>Laser head dimensions (L <math>\times</math> W <math>\times</math> H) 770 <math>\times</math> 419 <math>\times</math> 230 mm</p> <p>Chiller (L X W x H) 590 <math>\times</math> 484 <math>\times</math> 267 mm</p> <p>24 V DC power supply (L <math>\times</math> W <math>\times</math> H) 280 <math>\times</math> 144 <math>\times</math> 49 mm</p> <p>Operating temperature 15 – 30 <math>^{\circ}</math>C (59 – 86 <math>^{\circ}</math>F)</p> <p>Relative humidity &lt; 80 % (non-condensing)</p> <p>BiBurst mode</p> <p>Tunable GHz and MHz burst with burst-in-burst capability</p> <p>GHz-Burst</p> <p>Intra burst pulse period 1) 200 <math>\pm</math> 40 ps</p> <p>Number of pulses, P 2) 1 – 25 MHz-Burst</p> <p>Intra burst pulse period <math>\approx</math>15 ns</p> <p>Number of pulses, N 1 – 9</p> <p><b>Performance specifications of automated harmonic generator 2H-3H integrated in the laser head.</b></p>
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		<p>Includes purging with filter and pump. UV optics is considered as parts subject to wear. Output wavelength 1030 nm or 515 nm or 343nm (selection by software) Minimum input pulse energy 20-200 µJ Note: harmonic generator will be adjusted for one laser repetition rate (pulse energy) and lower repetition rates will be available using pulse picker, which is integrated in PHAROS laser Conversion efficiency &gt;50 % (2H) &gt;25 % (3H) Beam quality (M2) &lt;1.4 guaranteed, typical &lt;1.15 (2H) &lt;1.5 guaranteed, typical &lt;1.2 (3H) <b>Standard warranty terms:</b> 15 months after delivery or 12 months after installation, whichever first, except UV optics.</p>
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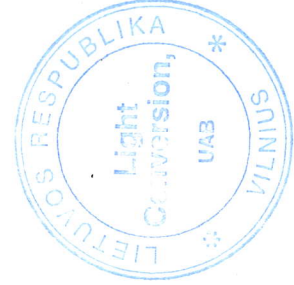
Detailed Technical Specifications and Standards



### Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

Date: 2023-12-23 RFB No: <u>ICB-2023/1-YSU</u> Alternative No: _____ of _____ Page No <u>1</u> of <u>1</u>								
(Group C Bids, goods to be imported) Currencies in accordance with ITB 15								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP Yerevan Airport in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1	Femtosecond laser Pharos 10W PH2-10-0200-02-B0-B-2H-3H	Lithuania	110 days ARO	1	120400 EUR	120400 EUR	1000 EUR	121400 EUR
							<b>Total Price</b>	<b>121400 EUR</b>

Name of Bidder Light Conversion Signature of Bidder Martynas Barkauskas Date 20<sup>th</sup> of December 2023

Revised

### Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15

Date: \_\_\_\_\_  
 RFB No: \_\_\_\_\_  
 Alternative No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

1 Service N°	2 Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	3 Country of Origin	4 Delivery Date at place of Final destination	5 Quantity and physical unit	6 Unit price	7 Total Price per Service (Col. 5*6 or estimate)
1	Installation	Lithuania	Within 2 weeks of delivery of LOTI femtosecond laser	1	0 EUR	0 EUR
<b>Total Bid Price</b>						<b>0 EUR</b>



Name of Bidder: Light Conversion Signature of Bidder: Martynas Barkauskas  
 Digitally signed by MARTYNAS BARKAUSKAS  
 Date: 2024.02.21 15:38:55 +0200

