



ANNOUNCEMENT

OPEN TENDER WITH THE REFERENCE NUMBER “CBA-2025-044” FOR PROVISION OF THREE-YEAR SUBSCRIPTION LICENSES AND TECHNICAL SUPPORT SERVICES FOR THE “CREATIO” SYSTEM FOR THE NEEDS OF THE CENTRAL BANK OF THE REPUBLIC OF ARMENIA

ABOUT THE CLARIFICATION OF THE INVITATION

This text of the announcement is published in accordance with Article 29 of the RA Law "On Procurements".

The Central Bank of the Republic of Armenia presents below the questions and clarifications dated 10.10.2025 regarding the invitation to the procurement procedure with the code "CBA-2025-044" organized for the purpose of acquiring “THREE-YEAR SUBSCRIPTION LICENSES AND TECHNICAL SUPPORT SERVICES FOR THE “CREATIO” SYSTEM” for the needs of the Central Bank of the Republic of Armenia.

1. QUESTION FOR CLARIFICATION

If it is possible, it is necessary to provide Russian version of this invitation.

CLARIFICATION

The Russian version of this invitation is not available; however, the English version is available at the following link: [ANNOUNCEMENT](#).

2. QUESTION FOR CLARIFICATION

It is necessary to clarify what is meant under Section 3.11, point 1 – “List of Documents”?



For clarity, the company wanted to confirm the question regarding the inclusion of WHT (Withholding Tax) in the proposal price. Should it be added on top of the total cost or included within the final price? If it needs to be added, it is necessary to specify the WHT rate applicable between Armenia and the supplier's country for both license subscription and technical support. The supplier will provide a certificate of tax residency if required.

CLARIFICATION

Under Section 3.11 of the Invitation, the “List of Documents” refers to the complete package that every bidder must include in their proposal, as shown in Appendix 1 (List of Documents).

The WHT implication is described under Section 4.8 and 4.9 (Price Proposal) of the Invitation. The WHT should not be added on top of the total cost. Considering that a Double Taxation Avoidance Agreement exists between the Republic of Armenia and the supplier's country, the applicable WHT rate will be reduced, provided that the Certificate of Tax Residency is duly submitted by the supplier.

3. QUESTION FOR CLARIFICATION

It is necessary to explain what is meant by “Estimated Cost” in Section 6.10?

CLARIFICATION

The “Estimated Cost” refers to the Purchase price specified in Appendix 1, which is the maximum limit for this contract.

4. QUESTION FOR CLARIFICATION

What does Section 9.2 – “The period of inactivity” refer to?

CLARIFICATION

The Period of Inactivity = 10 days, functioning as an appeal period before contract signature, ensuring fairness and transparency in line with the procurement law.



5. QUESTION FOR CLARIFICATION

Appendix 4. Does the CBA expect any additional services to be purchased within the procedure? How does the content of the Appendix correspond with the Licenses or Services description?

CLARIFICATION

Appendix 4 is designed to ensure the technical and qualitative compliance of the bidder's offer. The bidder must provide a comprehensive description of the proposed services, including:

- Product trade name, model, and manufacturer
- Technical specifications (for licenses and support)
- Service delivery terms and conditions

6. QUESTION FOR CLARIFICATION

The company have been contacted by one of their partners who holds the following credit ratings:

- Moody's: Baa1 (long-term local currency rating), outlook Stable
- Fitch: A, outlook Stable
- ICRA: AAA

According to the clause 2.5 of the Invitation:

"The Bidder, who has been selected as a selected Bidder, shall submit a Contract performance security in the manner and amount specified in this Invitation.

The Contract performance security is not required if the selected Bidder or the organization providing services to him as an official representative, as of the day of the opening of proposals, has a credit rating assigned by authorized international organizations (Fitch, Moody's, Standard & Poor's) which is equal to or higher than the sovereign credit rating assigned to the Republic of Armenia."

Could you please clarify whether, in this case — if the partner participates in the tender and becomes the selected bidder — they would still be required to provide the Contract performance security amounting to 10% of the contract value?

CLARIFICATION

Considering that the partner holds the following ratings and that both the Moody's and Fitch ratings are higher than the sovereign credit ratings of the Republic of Armenia, the partner would be exempt from the requirement to provide the 10% Contract performance security, provided that:



1. The above credit ratings are valid and effective as of the proposal opening date, and
2. Documentary evidence confirming these ratings (e.g., official agency report or extract from the rating agency's publication) is submitted with the proposal or upon request by the Purchaser.

7. QUESTION FOR CLARIFICATION

Clause 8.2 – Performance Guarantee

The tender requires a performance guarantee of 10% of the contract value for a period of 3 years + 90 working days.

Could the CBA confirm whether the contract value refers to the total amount of license fees and technical support for the 3-year period?

For example: if the license cost is USD 30 and the annual support cost is USD 10, the total for 3 years would be USD 120, meaning that the participant should provide a bank guarantee of USD 12.

This clarification is very important because distributors typically operate with significantly lower commission rates on license and support sales.

In such a case, they would effectively need to freeze around 30% of their annual payment (through the bank guarantee), which is usually much higher than their distributor margin.

If it is correct, it may lead to a substantial increase in cost on their side to cover these additional financial commitments, accordingly end customer price as well — or potentially affect their overall interest in participating in the tender.

CLARIFICATION

Yes, according to Clause 8.2 of the Invitation, the contract execution security shall amount to 10% of the total contract value.

However, the procedure for returning the performance guarantee is defined by the contract and may depend on the delivery and acceptance of specific contractual components. The following principles apply:



- If the licenses are supplied, activated, and accepted in accordance with the contract terms, and the corresponding payment has been made, the performance guarantee related to the license component may be released upon confirmation of delivery and acceptance by the Purchaser.
- For technical support services, the return of the guarantee depends on the form of service delivery:
 - If the technical support is provided on a subscription basis, it may be considered delivered upfront for the paid period. In such a case, the guarantee related to that service portion may be returned after confirmation of activation and payment for the respective period.
 - If the technical support is not subscription-based (for example, provided continuously or periodically based on service-level performance), the guarantee is typically retained until the completion and acceptance of the service period defined in the contract.
- When licenses and support are procured and paid on an annual basis: If the Central Bank and the supplier agree to procure the licenses and technical support services year by year, the contract execution security will correspond to the annual contract value rather than the full three-year amount. In such cases, the guarantee may be renewed or replaced annually, and its return will follow the delivery and acceptance of the respective year's deliverables.

8. QUESTION FOR CLARIFICATION

Clause 8.4 – Advance Payment Guarantee

The standard practice for any global software vendor — license and technical support payments are made in advance for one year.

It is necessary to clarify whether the Bank would treat this standard prepayment as an advance payment under the tender's conditions.

CLARIFICATION

According to Clause 8.4 of the Invitation, an advance payment guarantee is required only when the Purchaser provides an advance payment prior to delivery of the contractual deliverables.

In this context, it is important to distinguish between an advance payment and an upfront payment, a payment for the right of use license or subscription:



- For licenses and subscriptions:

The procurement of licenses or subscription services represents the acquisition of the right to use the system for a defined period. The payment for such licenses or subscriptions is made upon delivery, activation, and acceptance of that right by the Purchaser. Therefore, this payment is not considered an advance payment within the meaning of Clause 8.4, as it is made after the deliverable (the right of use) is granted.

- For technical support services:

The applicability of the advance payment guarantee depends on the type of the service provision:

- If the technical support is offered on a subscription or prepaid basis, meaning the service is activated and made available for use immediately after payment, it may also be considered delivered upon activation, and no advance payment guarantee is required.
- However, if the technical support is not subscription-based (for example, provided continuously or periodically based on service-level performance), and payment is made before the service is fully rendered, such payment will be treated as an advance payment. In that case, the supplier will be required to provide an advance payment guarantee covering the prepaid portion.

The Secretary of the Tender Committee of the Central Bank of the Republic of Armenia:
Siran Yeganyan

Purchaser: The Central Bank of the Republic of Armenia