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ECONOMIC AND CONTRACTUAL CONSEQUENCES OF DISCREPANCIES IN TIMEFRAMES AND PRICING IN PUBLIC PROCUREMENT OF DESIGN SERVICES AND ASSOCIATED CORRUPTION RISKS

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Abstract

In the Republic of Armenia, the misalignment between engineering requirements and contractual terms in design work commissioned by state and local authorities creates risks to work quality, timely completion, and financing. The causes of these discrepancies need to be identified, and directions for reforming the legal framework governing the responsibilities and liability of clients, designers, and design reviewers need to be substantiated.

The research draws on an analysis of published studies on design durations, investment costs, and regulatory issues, together with documented cases and legal acts. It examines the completeness of baseline data, the determination of timeframes and prices commensurate with the scope and technical complexity of the work, the independence and accountability of design review, the acceptance of deliverables, and the fulfilment of payment obligations.

Mechanisms are proposed for substantiating design conditions in advance, establishing the minimum necessary duration of work, ensuring legal protection, overseeing pricing calculations, assuring the quality of design review, and addressing the financial consequences of payment delays.

The study substantiates an approach that treats the organization of design work as an integrated process, from preliminary planning through the acceptance of deliverables and payment.

Keywords: design work, engineering complexity, baseline data, design duration, pricing, design review, client liability, legal framework.

Introduction

The effectiveness of public procurement of design services depends not only on the organization of tender procedures and the economical use of financial resources but also on ensuring the technical, organizational, and contractual conditions necessary for the execution of design works. The preparation of design and cost-estimate documentation is a multi-stage engineering process, the duration and cost of which depend on the purpose of the facility being designed, its technical complexity, the scope of work, the completeness of initial data, the required engineering investigations, and approval procedures. Consequently, the

establishment of design deadlines and initial procurement prices should be based on appropriate calculations reflecting the composition, scope, and complexity of the work.

International approaches to evaluating public procurement effectiveness do not regard the lowest price as a sufficient condition for the efficient use of public funds. The *Value for Money* principle applied in the World Bank's procurement regulations provides for the combined assessment of costs and benefits, risks, non-price criteria, and, where appropriate, life-cycle costs. Procurement procedures should correspond to the nature and complexity of the works or services being procured and the risks associated with their implementation [1]. This approach is particularly important for design services, as the quality of their outputs may directly affect subsequent construction costs, safety, and operational efficiency.

The economic justification of price proposals is also emphasized in European Union public procurement regulations. Article 69 of Directive 2014/24/EU of the European Parliament and of the Council provides that contracting authorities shall require tenderers to explain their proposed prices or costs where tenders appear to be abnormally low in relation to the works or services concerned [2]. Although this provision directly concerns bids submitted by tenderers, it reflects the importance of assessing the economic justification of prices in public procurement. In the case of design services, it is also necessary to assess whether the initial procurement price established by the contracting authority corresponds to the actual scope, complexity, and conditions of the work.

Issues concerning the justification of project costs and implementation schedules have been extensively examined in international scientific literature. Flyvbjerg et al. [7], analyzing data from 258 transport infrastructure projects, identified a systematic tendency to underestimate initial project costs. Their findings demonstrate the importance of reliable economic justifications for the efficiency of public investment. Assaf and Al-Hejji [8], investigating the causes of delays in construction projects, identified the influence of actions taken by clients, consultants, and contractors. Their research indicates that delays in project implementation may result from the actions of different participants and therefore require a comprehensive assessment of cause-and-effect relationships.

Issues relating to public procurement effectiveness and contractual relationships are also addressed in OECD studies. OECD publications emphasize that the entire public procurement process, from needs assessment to contract implementation and final payment, is exposed to governance and integrity risks [3, 4]. The OECD's 2025 study pays particular attention to procurement planning, risk management, monitoring of contract implementation, and the effectiveness of accountability mechanisms [5]. Under this approach, public procurement effectiveness is assessed not only by the outcome of tender procedures but also by the fulfillment of contractual obligations and the quality of the services procured.

The studies by Fazekas, Tóth, and King [9], as well as Fazekas and Kocsis [11], are particularly significant for assessing corruption risks in public procurement. These authors developed methods for identifying corruption risks using public procurement data and indicators associated with restrictions on competition, the organization of tender procedures, and contract awards. Their studies demonstrate that corruption risk assessment can be based

on verifiable factual data and quantitative indicators. At the same time, the presence of risk indicators cannot, in itself, be regarded as evidence of a specific act of corruption.

The relationship between contractual arrangements and corruption risks has also been examined through economic modeling. Burguet [10] demonstrated that the structure of public procurement contracts and the conditions governing quality control of completed works may influence the economic incentives for corrupt behavior. Celis Galvez et al. [12], examining reforms in the Czech public procurement system, assessed the effects of contracting authorities' discretionary powers and political favoritism on the economic outcomes of contracts. Arozamena et al. [13] investigated corruption risks arising during contract renegotiation, showing that contractual incompleteness may, under certain conditions, contribute to lower initial prices and higher final expenditures. Fazekas et al. [14] examined the organizational mechanisms of corrupt relationships in public procurement, highlighting the significance of informal networks of influence.

Contemporary approaches to preventing corruption risks in public procurement are also presented in the OECD's 2026 report [6]. The report examines risks characteristic of different stages of procurement and the challenges associated with their management. It emphasizes the importance of identifying conditions conducive to potential abuses, applying appropriate oversight measures, and ensuring equal and transparent conditions for public procurement participants.

The international studies reviewed provide a basis for assessing public procurement effectiveness not only in terms of tender prices and contractual deadlines but also with regard to the actual scope of work, implementation conditions, the allocation of obligations between contracting parties, and the economic conditions that may facilitate potential abuses. At the same time, the studies examined primarily address the overall costs of infrastructure projects, delays in construction works, or general mechanisms of corruption risks in public procurement. Their findings provide an important theoretical and methodological foundation but cannot fully explain the specific characteristics of contractual relationships in public procurement of design services.

In the Republic of Armenia, issues concerning the justification of deadlines and prices in public procurement of design services have been examined in previous studies. Galstyan [15], analyzing procurement procedures for the design of water supply and irrigation systems, identified substantial discrepancies between contractual and normative design periods. In the cases examined, design periods of 20–30 days were compared with normative or professionally justified durations of 90–120 days, with deviations reaching 75–83% in certain projects. Tokmajyan et al. [16], investigating the pricing of design services for water infrastructure projects, proposed the Project Complexity Score (PCS) and Design Price Adequacy Ratio (DPAR) indicators. Their study identified discrepancies between the technical complexity of projects, the actual scope of engineering work, and the financial resources allocated for design activities.

These studies primarily focused on the quantitative justification of design durations and prices. However, the economic and legal consequences arising from the interaction between such discrepancies and the application of contractual liability, as well as the possible

mechanisms through which contractual pressure and corruption risks may emerge, have not been examined as separate research subjects.

The relevance of the present study stems from the need to assess the potential consequences of discrepancies in design deadlines and prices in public procurement from a broader perspective. The scientific novelty of this research lies in the integrated examination of unjustifiably short design deadlines, discrepancies in initial procurement prices, and the conditions governing the application of contractual liability, with a view to identifying possible mechanisms through which contractors' economic dependence, contractual pressure, and risks of corrupt practices may arise. This approach makes it possible to assess the effectiveness of public procurement of design services not only in terms of work organization and contract performance but also from the perspectives of the balance of contractual relationships between the parties and the efficient use of public funds.

Conflict Setting

The aim of this study is to identify, through documentary and engineering-economic analysis, the interrelationship between unjustifiably short deadlines, initial procurement prices, and contractual liability in public procurement of design services, to assess their potential economic and legal consequences, and to distinguish the conditions whose combination may create opportunities for corrupt practices.

The study examines how the allocation of obligations, the enforcement of liability, and the subsequent use of design documentation may affect the economic balance between contracting parties. Particular attention is paid to circumstances in which completion depends on initial documents that the contracting authority must provide.

Materials and Methods

The study was conducted using a combination of documentary, comparative, engineering-economic, and contractual-legal analysis methods. The subject of the study is the interrelationship between discrepancies in deadlines and prices established in public procurement of design services, the allocation of contractual obligations, and the potential economic and legal consequences of enforcing contractual liability.

Assessing the consequences of discrepancies requires an examination of the actual conditions of contract performance, the obligations of the parties, the sequence of their fulfillment, and the grounds for enforcing contractual liability.

Research Materials

The information base of the study consists of documents relating to public procurement procedures for design services and the performance of the corresponding contracts in the Republic of Armenia. The analysis draws on procurement invitations, technical specifications, contracts, design schedules, justifications of initial procurement prices, contractual liability provisions, and documents concerning contract performance, acceptance, and termination.

Particular attention is paid to the deadlines for providing initial design data, architectural and planning assignments, technical conditions, and other mandatory documents required for design, as well as their impact on the feasibility of completing the design works.

To assess the actual course of contractual relationships, official correspondence between the parties, documents concerning completed works, information on the submission and acceptance of design materials, and documents substantiating the grounds for contract termination are also examined, where available.

Methodological Basis of the Study

The assessment of the justification of deadlines and prices in public procurement procedures for design services is based on the findings of previous studies [15, 16].

The discrepancies between contractual and normative design periods identified in Galstyan's study [15] are used as a basis for assessing potential inconsistencies between the objectively required time for design and the deadlines established by contract.

The Project Complexity Score (PCS) and Design Price Adequacy Ratio (DPAR) indicators proposed by Tokmajyan et al. [16] are used as a methodological basis for assessing the complexity of design works and the justification of their financing.

The calculation methods for these indicators are not repeated in the present article. Instead, the study focuses on how discrepancies in deadlines and prices, combined with the conditions governing the enforcement of contractual liability, may affect the contractor's economic position and the balance of contractual relationships between the parties.

Assessment of Contractual Performance

Contractual relationships are analyzed by comparing the obligations of the parties with their actual fulfillment.

For each contract examined, the analysis considers the grounds for establishing design deadlines, obligations concerning the provision of initial data, conditions for performing design works, grounds for enforcing liability, the possibility of unilateral contract termination, and procedures for accepting and paying for completed works.

Particular attention is given to cases in which the performance of design works depends on documents to be provided or actions to be undertaken by the contracting authority. For this purpose, contractual events are examined chronologically, identifying the dates of contract conclusion, provision of mandatory documents, preparation and submission of design materials, presentation of comments, and possible contract termination.

Chronological analysis makes it possible to assess the causes of missed deadlines and determine whether the grounds for enforcing liability against the contractor arise exclusively from the contractor's actions or whether circumstances related to the contracting authority's fulfillment of its obligations may also have contributed.

Assessment of the Economic Consequences of Contractual Liability

The economic consequences of contractual liability are assessed by identifying the components of potential financial losses incurred by the contractor.

These may include the value of completed but unpaid design works, contractual penalties, loss of contract performance security, and additional documented expenses directly associated with contract termination.

The total amount of potential financial losses is estimated using the following expression:

$$L = W_u + P + S + C \quad (1)$$

where: L - total potential financial losses of the contractor (AMD), W_u - justified value of completed but unpaid works (AMD), P - amount of contractual penalties actually imposed or potentially applicable (AMD), S - actual loss or potential forfeiture of contract performance security (AMD), C - additional justified expenses directly associated with contract termination (AMD).

Actual and potential losses are distinguished in the calculations. The same economic loss is not counted more than once under different components. The value of completed but unpaid works is assessed separately, taking into account the actual degree of completion, the contractual value, and the relevant acceptance documentation.

The proposed expression is intended to assess the potential economic consequences of contractual liability and cannot, in itself, be regarded as the legally established amount of damages suffered by the contractor.

Assessment of the Economic Significance of Contractual Pressure

To assess the economic significance of contractual liability measures, the contractor's potential financial losses are compared with the total contract value.

For this purpose, the relative contractual financial impact indicator is defined as follows:

$$K_f = \frac{L}{V_c}\ 100\ \% \quad (2)$$

where: K_f - relative contractual financial impact indicator (%), L - total potential financial losses of the contractor (AMD), V_c - total contract value (AMD).

The indicator characterizes the magnitude of potential financial losses relative to the contract value. A high value may indicate that contractual liability measures have substantial economic significance for the contractor. However, it does not, in itself, establish the existence of contractual pressure. Such an assessment also requires examination of the grounds for enforcing liability, the actions of the parties, and the actual conditions of contract performance.

Approach to Corruption Risk Assessment

The assessment of corruption risks is based on an integrated analysis of contractual conditions and the potential consequences of their enforcement.

Three interrelated levels are distinguished.

At the first level, documented discrepancies are identified, including unjustifiably short design deadlines, prices that do not correspond to the actual scope and complexity of the work, delays in providing mandatory initial data, and other deficiencies in the fulfillment of contractual obligations.

At the second level, their potential economic and contractual consequences are assessed, including the likelihood of missed deadlines, the possibility of enforcing liability, the contractor's financial losses, and changes in the balance of contractual relationships.

At the third level, conditions that, in combination, may create an environment conducive to potential abuses are examined. These include the use of the possibility of unilateral contract termination, refusal to pay for completed works, forfeiture of contract performance security, and the potential subsequent use of design documentation without due consideration of the original contractor's rights and legitimate interests.

The assessment distinguishes between documented circumstances, their potential economic consequences, and hypothesized mechanisms of corrupt practices.

Methodological Limitations

The findings of the study depend on the completeness and reliability of the documentation concerning the contracts examined and their performance.

Conclusions concerning corruption risks are based on documentary and engineering-economic analysis and are presented as assessments of conditions that may facilitate potential abuses, rather than as legal determinations of unlawful conduct by specific individuals or organizations.

Results and Discussion

Main Characteristics of the Engineering Design Services Procurement Contract

This study examines a public procurement procedure for engineering design services conducted by the Vagharshapat Municipality in the Armavir Region of the Republic of Armenia. On March 11, 2026, Contract No. RA-AMVH-GHTSDZB 26/2-1 was concluded between the Vagharshapat Municipality and the Academician I. V. Yeghiazaryan Institute of Water Problems and Hydraulic Engineering. The study focuses on Lots 1, 12, and 19 of the contract, with a total value of AMD 6,108,000. The contractual values and performance deadlines for the engineering design services are presented in Tab. 1.

Table 1

Main Characteristics of the Contract Under Study

Indicator	Lot 1	Lot 12	Lot 19
Contract value, AMD	2,988,000	1,440,000	1,680,000
Performance period, calendar days	50	30	30
Deadline specified by the contracting authority	30 April 2026	10 April 2026	10 April 2026

The technical specifications of the contract included the preparation of design documentation, its coordination with the contracting authority, and procedures related to expert examination. For each lot, the technical specifications stipulated that the municipality was required to provide the designer with an architectural and planning assignment. In addition, Lot 19 required the provision of technical conditions and a property ownership certificate for the relevant site.

Thus, the complete performance of the engineering design services depended not only on the professional activities of the designer but also on the contracting authority’s provision of the necessary initial documentation and completion of the relevant coordination procedures. This circumstance is important when assessing the feasibility of meeting

contractual deadlines, since the completion of certain design stages depends on the results of preceding stages and the availability of mandatory initial documentation.

Circumstances Relating to the Fulfillment of Contractual Obligations and Unilateral Termination

During the performance of the contract under study, a dispute arose between the parties concerning compliance with the deadlines for engineering design services and the contracting authority's obligations to provide the necessary documentation. By Letter No. 6440 dated September 28, 2026, the Vagharshapat Municipality notified the contractor of the unilateral termination of Lots 1, 12, and 19 of the contract on the grounds of failure to meet the deadlines for the engineering design services.

The same letter demanded that the contractor pay a penalty of AMD 334,842 and announced the initiation of proceedings to recover the amount secured by the bank guarantee provided as performance security.

Under the relevant provision of Clause 2.1.3 of the contract, the contracting authority was entitled to terminate the contract unilaterally in the event of a material breach by the contractor. Furthermore, failure to meet the deadline for providing the services was classified as a material breach under the contract.

Clause 5.3 of the contract stipulated that, in the event of a delay in providing the services, a penalty of 0.05% of the value of the services due but not provided would be calculated for each working day of delay.

According to the contractor, the contracting authority failed to provide the architectural and planning assignments required for the three lots during contract performance, thereby preventing the final coordination of the design documentation and its submission for expert examination.

The contracting authority, in turn, maintained that the technical specifications contained the information necessary to carry out the preliminary work and that the contractor had not provided adequate notification of the obstacles arising from the absence of the required documentation.

Consequently, the central issue in the dispute between the parties is not merely whether the contractual deadline was exceeded. It is also necessary to assess the circumstances that prevented the complete performance of the work within the specified period. Of particular importance is determining whether the absence of documentation that the contracting authority was obliged to provide prevented the submission of the final contractual deliverables and whether the contractor duly notified the contracting authority of these obstacles.

A combined assessment of these circumstances is necessary to determine the extent to which attributing full responsibility for the delay to the contractor was justified.

Economic Consequences of Contractual Liability

The financial consequences of termination are assessed using Equation (1) and summarized in Tab. 2. The penalty of AMD 334,842 represented approximately 5.48% of the total contractual value of AMD 6,108,000.

Following unilateral contract termination, the contractor paid the assessed penalty and a performance security amount of AMD 800,000.

The combined amount was AMD 1,134,842, equivalent to 18.58% of the total contract value.

Additional expenses arose in connection with the judicial proceedings. Court filing fees calculated at rates of 1% of the contract value and 1% of the disputed penalty amounted to AMD 64,428.42.

The contractual fee for legal representation was AMD 250,000, while AMD 44,000 was paid for the issuance of the bank guarantee.

Thus, the total estimated financial impact associated with contract performance, termination, and the subsequent judicial dispute amounted to AMD 7,601,270.42, equivalent to 124.45% of the contract value.

This indicator must not be equated with the contractor's final financial loss. It includes the contractual value of completed but unpaid design work, the penalty and performance security amounts paid, estimated court expenses, the contractual legal representation fee, and the bank guarantee issuance fee.

These components differ in their economic and legal nature.

In particular, the bank guarantee issuance fee represents an initial cost of contract performance, whereas court filing fees and legal representation expenses are associated with the judicial dispute arising from contract termination.

Furthermore, the contractual value of the completed design work includes VAT.

Consequently, the calculated figure of 124.45% characterizes the relationship between the aggregated contractual amounts and expenses and the contract value rather than the contractor's net economic loss.

Table 2

Potential Economic Consequences of Contract Termination

Indicator	**Amount**
Contract value, including VAT	AMD 6,108,000
Penalty paid	AMD 334,842
Performance security amount paid	AMD 800,000
Estimated court filing fees	AMD 64,428.42
Contractual legal representation fee	AMD 250,000
Bank guarantee issuance fee	AMD 44,000
Total estimated economic impact	**AMD 7,601,270.42**

The amounts in Tab. 2 must be distinguished by their status: the penalty and performance security are reported as paid, court filing fees are estimated, and legal representation is stated at its contractual fee.

The legal validity of the liability measures remains a matter for the judicial dispute.

Treating the full contractual value as the value of unpaid work requires verification of the actual degree of completion, compliance with contractual requirements, and the relevant acceptance documentation.

Distinguishing Between the Right and the Obligation to Terminate a Contract Unilaterally

The legal analysis distinguishes the existence of grounds for unilateral termination from the justification for exercising that right in the circumstances of the case.

A distinction is required between the fact that the contractual deadline has been exceeded and the contractor's liability for that breach and the justification for exercising the right to terminate the contract. Article 466 of the Civil Code of the Republic of Armenia provides for the possibility of amending or terminating a contract on the grounds established by law or by the contract. The same article also regulates the consequences of unilateral refusal to perform a contract.

Engineering design requires initial data, technical conditions, approvals, and coordination. Where the contract assigns responsibility for providing these to the contracting authority, the deadline and the procedure for supplying the documents must be assessed as interrelated contractual conditions.

Where the applicable legal or contractual framework grants the contracting authority the right to terminate the contract, the existence of that right does not necessarily mean that termination is mandatory whenever a deadline is exceeded.

In such circumstances, it is necessary to assess the factual grounds on which the contracting authority decided to terminate the contract and whether the obstacles encountered during contract performance were duly considered.

Relationship Between the Enforcement of Contractual Liability and Corruption Risks

Corruption risks arising during the performance of engineering design service contracts in public procurement may be associated not only with the organization of tender procedures but also with the specific features of fulfilling contractual obligations and enforcing liability.

Setting deadlines shorter than the time objectively required for design work may increase the likelihood of contractual breaches.

If, under such circumstances, the contracting authority fails to provide the necessary initial documentation in a timely manner, completion of the design work may become additionally dependent on the contracting authority's actions.

In such situations, the right to terminate a contract unilaterally on the grounds of delay may become a means of exerting economic influence, particularly when termination is followed by the assessment of penalties, recovery of performance security amounts, or disputes concerning payment for completed work.

The economic significance of such measures may increase where the contractor has already completed a substantial portion of the design work but the results have not been accepted or paid for.

The implications for the subsequent use of design documentation are examined separately below.

From the perspective of corruption risks, the relevant issue is not merely the existence of the right to terminate a contract but also the justification, predictability, and accountability of its exercise.

Where a contracting authority applies different approaches to different contractors in comparable circumstances, or where a termination decision is made without properly assessing the causes of a contractual breach, risks of selective treatment and improper exercise of contractual powers may arise.

The Vagharshapat case provides a basis for examining contractual risk conditions but does not establish that specific individuals committed corrupt acts.

Relationship Between Design Deadlines, Pricing, and Contractual Liability

The duration and pricing discrepancies identified in previous studies [15, 16] provide a broader context for the Vagharshapat case. The present analysis connects those procurement conditions with the allocation of obligations and the economic consequences of enforcing contractual liability.

Based on the combined findings, the following potential sequence of contractual risk formation can be identified:

1. Establishment of a deadline or price that does not correspond to the actual scope and technical complexity of the design work.
2. Delay in, or failure to provide, the initial documentation required for contract performance.
3. Impossibility or difficulty of submitting the final design deliverables within the contractual deadline.
4. Enforcement of contractual liability and unilateral contract termination on the grounds of delay.
5. Emergence of financial losses, unpaid work, and litigation expenses for the contractor.
6. Increased economic dependence of the contractor and greater potential for contractual pressure.

The sequence presented represents a potential mechanism through which contractual risks may arise. Not all stages necessarily occur in every procurement procedure, and the examination of a single contract is insufficient to draw general conclusions regarding the prevalence of such a mechanism.

Risks Associated with the Subsequent Use of Design Documentation and Duplicate Expenditure of Public Funds

The consequences of unilateral termination of engineering design service contracts in public procurement may also extend to the subsequent use of design documentation already developed.

This issue is particularly important where design work has been performed but its results have not been formally accepted or paid for.

The outputs of engineering design services consist of graphical, computational, and textual documentation that may be retained in electronic or paper form, regardless of whether the contractual acceptance procedure has been completed.

Consequently, contract termination does not, in itself, mean that previously developed design documentation loses its technical significance.

During the period under study, no new procurement procedure was announced for the same engineering design work. Accordingly, the case provides no identified instance of another contractor using the materials or of duplicate public expenditure.

If, following contract termination, a contracting authority initiates a new procurement procedure for the design of the same facility, it is necessary to establish the extent of the work previously performed, the legal grounds for using the developed documentation, and the composition of the work required under the new contract.

A risk of duplicate financing of the same design work may arise where previously developed and technically usable design materials are incorporated into the performance of a new contract without proper accounting for the work already performed and the corresponding payments.

Furthermore, selective disclosure of the previous contractor's design materials to participants in a new tender may create unequal competitive conditions.

These circumstances may create opportunities for unequal treatment and improper exercise of contractual powers. In the case examined, they are potential risks rather than documented events.

Conclusions

Based on a comprehensive examination of the justification of deadlines and prices, the fulfillment of contractual obligations, and their economic consequences in public procurement of engineering design services, the following main conclusions have been drawn.

1. Unjustifiably short design deadlines may increase exposure to contractual liability. Findings on duration and pricing discrepancies from previous studies should therefore be considered when assessing the feasibility of procurement conditions.
2. Where the contracting authority must provide initial documentation, responsibility for delay should be assessed against the timing and completeness of that provision and its effect on the delivery of the contractual outputs.
3. The economic consequences of termination extend beyond penalties. Paid liability amounts, unpaid contractual work, estimated litigation expenses, and initial performance costs must be distinguished rather than treated as a single measure of net loss.
4. A combination of inadequate deadlines, dependence on documents supplied by the contracting authority, and unilateral termination powers may increase the contractor's economic dependence and exposure to contractual pressure.
5. Subsequent procurement should account for the status and permissible use of previously developed design documentation to reduce risks of duplicate financing and unequal competitive conditions.
6. Procurement contracts should substantiate design deadlines and prices against the scope and complexity of the work, specify deadlines for providing initial documentation, and regulate the consequences of non-provision and the grounds for enforcing liability.

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ՆԱԽԱԳԾԱՅԻՆ ԾԱՌԱՅՈՒԹՅՈՒՆՆԵՐԻ ՊԵՏԱԿԱՆ ԳՆՈՒՄՆԵՐՈՒՄ ԺԱՄԿԵՏՆԵՐԻ ԵՎ ԳՆԱԳՈՅԱՑՄԱՆ ԱՆՀԱՄԱՊԱՏԱՍԽԱՆՈՒԹՅՈՒՆՆԵՐԻ ՏՆՏԵՍԱԿԱՆ ՈՒ ՊԱՅՄԱՆԱԳՐԱՅԻՆ ՀԵՏԵՎԱՆՔՆԵՐԸ ԵՎ ԴՐԱՆՑ ՀԵՏ ԿԱՊՎԱԾ ԿՈՌՈՒՊՑԻՈՆ ՌԻՍԿԵՐԸ

Է.Յու. Գալստյան

Ակադեմիկոս Ի.Վ. Եղիազարովի անվան ջրային հիմնահարցերի և հիդրոտեխնիկայի ինստիտուտ

Հետազոտությունը հիմնված է նախագծման ժամկետների, ներդրումային արժեքների և կարգավորման խնդիրների վերաբերյալ հրապարակված ուսումնասիրությունների, փաստաթղթավորված օրինակների և իրավական ակտերի վերլուծության վրա: Քննարկվում է ելակետային տվյալների ամբողջականությունը, աշխատանքների ծավալին ու տեխնիկական բարդությանը համապատասխան ժամկետների և գների որոշումը, փորձաքննության անկախությունն ու պատասխանատվությունը, արդյունքների ընդունումը և վճարման պարտավորությունների կատարումը:

Առաջարկվում են նախագծման պայմանների նախնական հիմնավորման, անհրաժեշտ նվազագույն տևողության, իրավական պաշտպանվածության, գնային հաշվարկների վերահսկողության, փորձաքննության որակի ապահովման և վճարման ուշացումներից առաջացող ֆինանսական հետևանքների կարգավորման մեխանիզմներ:

Հիմնավորվում է նախագծային աշխատանքների կազմակերպումը միասնական գործընթաց դիտարկելու մոտեցումը՝ նախնական պլանավորումից մինչև արդյունքների ընդունում և վճարում:

Բանալի բառեր՝ նախագծային աշխատանքներ, ինժեներական բարդություն, ելակետային տվյալներ, նախագծման տևողություն, գնագոյացում, նախագծերի փորձաքննություն, պատվիրատուի պատասխանատվություն, իրավական ապահովում:

E.Yu. Galstyan

ECONOMIC AND CONTRACTUAL CONSEQUENCES OF DISCREPANCIES IN TIMEFRAMES AND PRICING IN PUBLIC PROCUREMENT OF DESIGN SERVICES AND ASSOCIATED CORRUPTION RISKS

ЭКОНОМИЧЕСКИЕ И ДОГОВОРНЫЕ ПОСЛЕДСТВИЯ НЕСООТВЕТСТВИЙ В СРОКАХ И ЦЕНООБРАЗОВАНИИ ПРИ ГОСУДАРСТВЕННЫХ ЗАКУПКАХ ПРОЕКТНЫХ УСЛУГ И СВЯЗАННЫЕ С НИМИ КОРРУПЦИОННЫЕ РИСКИ

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При организации проектных работ, выполняемых по государственным и муниципальным заказам в Республике Армения, несоответствие инженерных требований и договорных условий создаёт риски для качества работ, соблюдения сроков их выполнения и финансирования. Необходимо выявить причины этих несоответствий и обосновать направления совершенствования правового обеспечения ответственности заказчика, проектировщика и лица, осуществляющего экспертизу.

Исследование основано на анализе опубликованных исследований по вопросам сроков проектирования, инвестиционных затрат и регулирования, документально подтверждённых примеров и нормативных правовых актов. Рассматриваются полнота исходных данных, определение сроков и цен в соответствии с объёмом и технической сложностью работ, независимость и ответственность экспертизы, приёмка результатов и исполнение платёжных обязательств.

Предлагаются механизмы предварительного обоснования условий проектирования, установления минимально необходимой продолжительности работ, обеспечения правовой защищённости, контроля ценовых расчётов, обеспечения качества экспертизы и регулирования финансовых последствий задержек платежей.

Обосновывается подход к организации проектных работ как к единому процессу, от предварительного планирования до приёмки результатов и оплаты.

Ключевые слова: проектные работы, инженерная сложность, исходные данные, продолжительность проектирования, ценообразование, экспертиза проектов, ответственность заказчика, правовое обеспечение.

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