REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO RFP No.: 2020-0019/APYLOV
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350
Fax No.: +43 (1) 26030 5948
E-mail: procurement@ctbto.org

Date: 11 Feb 20

Attn: E-mail: procurement@ctbto.org

Subject: Design, Upgrade of Infrastructure, Installation Support and initial Testing for AS90, Bilibino, Russia

Deadline for Submission: 09 Mar 20

Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission") hereby invites you to submit a proposal that meets the requirements of the attached RFP documents.

You are kindly requested to complete and return the acknowledgement form by fax or email as soon as possible.

If you have any questions you should contact the email address indicated above.

Yours Sincerely,

Courtney Littledy
Chief, Procurement Section
# ACKNOWLEDGEMENT FORM

**Solicitation No:** 2020-0019 "Design, Upgrade of Infrastructure, Installation Support and Initial Testing for AS90, Bilibino, Russia"

**Closing Date:** 09 Mar 20

**Vienna Local Time:** 17:00

**Procurement Staff:** Bugubai Apylov

**CTBTO Req. No.:** 0010015375

Please complete 'A' or 'B' or 'C' and Return

**WITHIN FIVE (5) DAYS**

THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO)

*by email to*

procurement@ctbto.org

<table>
<thead>
<tr>
<th>Component</th>
<th>Details</th>
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| A: We shall submit our proposal | Company Name: ____________________________  
By: ____________________________  
(date)  
Contact Name: ____________________________  
Email/Tel: ____________________________ |
| B: We may submit and will advise | Company Name: ____________________________  
By: ____________________________  
(date)  
Contact Name: ____________________________  
Email/Tel: ____________________________ |
| C: We will not submit a proposal for the following reason(s) | Company Name: ____________________________  
Contact Name: ____________________________  
Email/Tel: ____________________________ |

___ our current workload does not permit us to take on additional work at this time;
___ we do not have the required expertise for this specific project;
___ insufficient time to prepare a proper submission;
___ other (please specify) ____________________________
INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Commission is seeking capabilities, which will ensure that the work is accomplished in accordance with the Terms of Reference and at a reasonable cost (hereinafter referred to as the “Work”/“Project”).

For this purpose, the Commission wishes to solicit a competitive bid (Proposal) for the required goods and services in accordance with the attached Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference. The bidder may also present an alternative technical and related financial Proposal, which would result in higher performance, better quality and a more economical execution of the Work, provided that the required technical performance specifications are fully met.

2. Documents included in this request for proposal (RFP)

This RFP consists of the following documents:

(a) Letter of Invitation;
(b) Instructions for Preparation and Submission of Proposals;
(c) Vendor Profile Form;
(d) Statement of Confirmation;
(e) List of State Signatories;
(f) Model Contract;
(g) Annex A: Clauses of Specific Application
(h) Annex B: Schedule of Prices
(i) Annex C: Commission’s General Conditions for Contracts;
(j) Annex D: Terms of Reference

Note: In the event of award, the Proposal will be incorporated as Annex E to the Contract.

3. Amendment of RFP

At any time prior to the Closing Date for submission of the Proposal, the Commission may, for any reason, modify the RFP documents by an amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

4. Format and Submission of the Proposal

(a) The Proposal and all correspondence and documents relating to it shall be in English. The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

(b) The Proposal shall be clearly marked as follows:

PLEASE DO NOT OPEN BEFORE OFFICIAL BID OPENING DATE!
NAME OF PROJECT: [Description indicated in the Letter of Invitation]
CLOSING DATE: [Date indicated in the Letter of Invitation]
CTBTO REF. NO.: [Number indicated in the Letter of Invitation]
(c) The Proposal shall include:
   - Technical Proposal;
   - Financial Proposal without prices;
   - Financial Proposal with prices.

(d) The **Technical Proposal** shall be submitted in a sealed envelope in 1 (one) original and 1 (one) copy, each clearly marked “Original Technical Proposal” or “Copy of Technical Proposal” and “Do Not Open Before the Closing Date”. The sealed envelope shall have the references of the RFP given above.

(e) The **Financial Proposal Without Prices** shall be submitted in a separate sealed envelope in 1 (one) original, clearly marked “Financial Proposal Without Prices” and “Do Not Open Before the Closing Date”. The sealed envelope shall have the references of the RFP given above.

(f) The **Financial Proposal With Prices** shall be submitted in a separate sealed envelope in 1 (one) original, clearly marked “Original Financial Proposal” and “Do Not Open Before the Closing Date”. The sealed envelope shall have the references of the RFP given above.

5. **Closing Date and Submission Address**

   (a) The Proposal in the sealed envelopes shall be received by the below-mentioned addressee no later than the Closing Date indicated in the Letter of Invitation:

      Chief, Procurement Section
      CTBTO, Office E0918
      P.O. Box 1200
      Vienna International Centre
      Wagramer Strasse 5
      A-1400 Vienna, Austria

   (b) It should be noted that the delivery of the Proposal to the Commission’s address usually takes about 7 (seven) working days.

   (c) The sealed envelopes shall indicate the name and address of the bidder to enable the Proposal to be returned unopened in case it is declared “late.” If the envelope is not sealed marked as required by this RFP, the Commission will assume no responsibility for the Proposal’s misplacement or premature opening. In the event of any discrepancy between copies and the original Proposal, the original shall govern.

   **Note:** Proposals sent by fax or e-mail - even if they are submitted before the Closing Date as an “Electronic Advance Copy” for the subsequent submission of the same Proposal as a hard copy - will not be considered and may lead to the rejection of the Proposal from the procurement process.

6. **Contacting the Commission**

For RFP clarification please contact the Procurement Section of the Commission at procurement@ctbto.org. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 10 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. You shall not contact the Commission on any matter relating to the Proposal after its submission and until the award of contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.
7. **Eligible Goods and Services**

The goods (if any) and services to be rendered under the contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. **Type of contract and Payment**

The Commission intends to conclude a firm fixed price contract based on the Model Contract attached hereto. The terms and conditions of payment are described in Clause 5 of the Model Contract.

9. **Content of the Proposal**

The Proposal shall contain, but not necessarily be limited to, the information described below. Also any additional tasks that are considered necessary besides those required in the Terms of Reference shall be addressed, justified, and supplemented by timetable and associated costs with price details. The Commission will review them and may choose to accept them or not in whole or in part, or modify them, at its own discretion.

The Proposal shall be composed of the following separate parts:

I. Technical Proposal; and
II. Financial Proposal;

providing, but not limited to, the following information:

**PART I: TECHNICAL PROPOSAL**

**Section 1 – Statement of Confirmation and Vendor Profile Form**

The attached Statement of Confirmation shall be duly signed and submitted together with the Proposal. The attached Vendor Profile Form, if not submitted to the Commission in the past, shall be also filled in and included into this Section.

**Section 2 – Scope of Work**

The Proposal shall include a brief description on how the bidder will perform the Work and the overall plan for the execution of the tasks described in the Terms of Reference. The bidder shall furnish such description by providing a section-by-section response or comments to the Work Tasks, as described in the Terms of Reference.

The Proposal shall also provide any other relevant issue to which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer’s guaranties in respect to any items of the Station and/or equipment.

Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.
Section 3 – Personnel
The Proposal shall include:
(a) A statement that the capacity of the Contractor, in terms of qualified manpower resources, is adequate to conduct the Work.
(b) A list of capable and experienced personnel, including their function and duration of assignment as key staff to work under the Project (ex. Project Manager/Team Leader).

Section 4 – Sub-Contractors
The Proposal shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that its company shall be fully responsible for the performance of its sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories.

Section 5 – Acceptance of General Conditions of Contract
The Proposal shall provide the Commission with a statement that the Contractor has carefully reviewed the General Conditions of Contract and is in agreement with all its terms and conditions.

Please provide any additional information required for the preparation of the contract, such as registered name and address of the company, list of the key personnel, and contact information for notices.

Section 6 – Time Schedule
The Proposal shall contain a bar chart indicating an estimation of the duration of the Work, including the duration of each task required by the Terms of Reference and the staff to be involved in each Work task, as well as the deadlines for submission of all reports. The proposed time scheduled shall be in accordance with the work requirements of the Terms of Reference.

Section 7 – Reporting
The Proposal shall contain a statement that the required Reports, mentioned in the relevant Section of the Terms of Reference, will be submitted to the Commission.

PART II: FINANCIAL PROPOSAL

Section 1 – Total Firm Fixed Price of the Proposal
The Financial Proposal shall be prepared in United States Dollars or Euro and shall breakdown, separately, the costs for each task required by the Terms of Reference.

A firm fixed price shall be quoted, providing a proper breakdown of the details for remuneration and expenses, which are part of the total contract price, as referred in more details below. The remuneration shall include basic salaries, fees, overheads and other charges, which would be due to be paid as much as they are levied in conclusion or implementation of the contract, specifying unit rate per hour/day/month of the personnel involved and total number of days. Overhead, fees or other charges included in the remuneration costs shall be quoted separately with a proper breakdown and justification of each charge.
Section 2 – Cost Breakdown
The Financial Proposal shall provide the detailed prices related to each Work Task referred to the Terms of Reference:

Work Task 1
(a) Cost of services (please provide the man/day rates, etc.) per each activity;
(b) Travel costs (optional), associated with the work (please provide the details);
(c) Documentation and Report;

Work Task 2
(d) Cost of services (please provide the man/day rates, etc.) per each activity;
(e) Travel costs (optional), associated with the work (please provide the details);
(f) Documentation and Report;

Work Task 3
(g) Materials and works for upgrade works;
(h) Contractor’s equipment to be supplied, providing a list and relevant quotations of cost related to materials and supplies, etc.;
(i) Cost of services (please provide the man/day rates, etc.) per each activity;
(j) Travel costs (optional), associated with the work (please provide the details);
(k) Documentation and Report;

Work Task 4
(l) Materials and works for upgrade works;
(m) Cost of services (please provide the man/day rates, etc.) per each activity;
(n) Travel costs (optional), associated with the work (please provide the details);
(o) Documentation and Report;

Work Task 5
(p) Cost of services (please provide the man/day rates, etc.) per each activity;
(q) Travel costs (optional), associated with the work (please provide the details);
(r) Documentation and Report;

Other Costs
(s) Insurance;
(t) Warranty;
(u) Other costs (please provide a cost breakdown).

It should be noted that a proper cost breakdown, cost details, justifications and explanations of each of the cost items would enable the Commission to evaluate the Proposal promptly and proceed with less requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for contract award.

Section 3 – Payment Terms
The suggested terms of payment shall be included into this Section in accordance with the Commission’s standard payment terms, which are 100% of payment for supplied and installed equipment and/or performed works or services in accordance with the Terms of Reference within 30 days after the acceptance of the relevant Report referred to in Section 5 of the Terms of Reference.

Section 4 – Taxes
In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected contractor will be informed
Instructions for preparation and submission of proposals

by the Commission whether tax exemption will occur at source or whether taxes paid by the contractor will be reimbursed by the Commission upon submission of the original supporting documentation. “Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

For Non-EU Companies (FOR PURCHASE FROM NON-EU/NON-EUROPE COUNTRIES)
The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the contract.

10. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished by the bidder in the Proposal through a source of its choice. Any inaccurate information so given may lead to the rejection of the Proposal.

11. Validity of the Proposal

The Proposal shall be valid for 90 (ninety) days after the deadline for its submission to the Commission, unless an extension of validity has been requested by the Commission.

12. Opening and Evaluation of the Proposals

Opening of the Proposals
After the deadline for submission of the Proposals the Tender Opening Panel of the Commission will open only the Technical Proposals received by the closing date referred to in the Letter of Invitation. The Financial Proposals shall be opened subject to the technical acceptability of the Technical Proposals described in paragraph 13 below. If the Technical Proposal is considered to be unacceptable, the Financial Proposal will not be opened and considered.

Responsiveness of the Proposal

(a) Prior to the detailed evaluation, the Commission will determine if the Proposal is of acceptable quality, is complete and is substantially responsive to the RFP. For the purposes of the of this determination, a substantially responsive Proposal is one that conforms to all terms, conditions and specifications of the RFP without material deviations, objections, conditionality or reservations.

(b) A material deviation, objection, conditionality or reservation is:

(i) one that affects in any substantial way the scope and quality of the work or performance of the contract;
(ii) that is inconsistent with the RFP; or
(iii) rectification that would affect unfairly the competitive bidding and position of other invitees.

(c) If the Proposal is substantially non-responsive, it may not be corrected and, therefore, it will be rejected.
13. **Evaluation of the Proposals**

(a) The Commission will perform a detailed technical evaluation of the Technical Proposal in order to determine if it fully satisfies the technical requirements of the Terms of Reference.

(b) The technical evaluation shall be done in accordance with the following evaluation criteria:

<table>
<thead>
<tr>
<th>Criteria in accordance with the Terms of Reference (TOR)</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Supplier's qualification and General Obligations (Section 3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>2. Scope of Work (Section 2 of TOR)</td>
<td>5%</td>
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<td>3. Work Task 1   (Section 4.1 of TOR)</td>
<td>15%</td>
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<td>4. Work Task 2   (Section 4.2 of TOR)</td>
<td>15%</td>
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<tr>
<td>5. Work Task 3   (Section 4.3 of TOR)</td>
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<tr>
<td>6. Work Task 4   (Section 4.4 of TOR)</td>
<td>15%</td>
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<tr>
<td>7. Work Task 5   (Section 4.5 of TOR)</td>
<td>15%</td>
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<tr>
<td>8. Optional Work (Section 5 of TOR)</td>
<td>5%</td>
</tr>
<tr>
<td>9. Delivery time (Section 7 of TOR)</td>
<td>5%</td>
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<tr>
<td><strong>Overall Technical Score</strong></td>
<td>100%</td>
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| Minimum Threshold of Technical Acceptability (technical acceptability): | 50% |

(c) Subject to the conformance of the Technical Proposal to the technical requirements of the Terms of Reference, as referred to in sub-paragraph (b) above, the Financial Proposal shall be examined for its commercial acceptability and arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

(d) The Commission will evaluate the following:

(i) contractual compliance;

(ii) commercial acceptability;

(iii) quoted prices for each Work Task and the total price for the Work.

(e) The Commission, based on the evaluation method given above, will compare the Proposals and determine which is the “least costly technically acceptable Proposal”.

14. **Negotiations of the Proposal**

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the contract under this RFP. If and when the Proposal, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing.

15. **Modification and Withdrawal of the Proposal**

The bidder may modify or withdraw the Proposal after its submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date without the consent of the Commission.

16. **The Commission’s Right to Reject the Proposal**
The Commission reserves the right to accept or reject the Proposal or to annul this procurement process at any time prior to the award of contract without having to inform the affected party of the grounds therefore, without thereby incurring any liability to the affected party.

17. Costs of preparation and submission of the Proposal

The bidder shall bear all the costs associated with the preparation and submission of its Proposal and the Commission will not be responsible or liable for those costs, regardless of the outcome of this RFP.

18. Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate them and respond to the Commission's request for proposal or otherwise without prior written agreement of the Commission.

19. Eligible Goods and Services

The goods and services (including those from subcontractors) to be rendered under this project shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is enclosed hereto. For purposes of this paragraph, "the origin" means the place where the materials, goods and/or from which the services are supplied.

20. Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Proposals:

The Commission wishes to note that the bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process if the person:

(a) At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
(b) At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization): ______________________________, I hereby attest and confirm that:

a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.

b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.

c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.

d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.

e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.

f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation;

g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/Proposal or the procurement process if the person:

   a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
   b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).1

i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

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j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work 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.

k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.

l) The prices in the firm/organization’s proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization’s business or any kind of economic ties with the firm/organization.

Name (print): _________________________ Signature: _________________________

Title/Position: _________________________

Place (City and Country): _________________________ Date: _________________________
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<td>1. Name of Company:</td>
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<td>2. Street Address:</td>
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<td>6. Contact Person:</td>
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<td>Title:</td>
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<td>7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)</td>
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<td>8. Year Established:</td>
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<td>9. Number of Employees:</td>
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<td>10. Gross Annual Turnover (US$m)*:</td>
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<td>11. Annual Export Turnover (US$m)*:</td>
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<td>12. Type of Business/Products:</td>
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<td>13. Type of Business/Services/Work:</td>
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<td>Engineering</td>
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<td>14. References (your main customers, country, year and technical field of products, services or work):</td>
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<td><strong>Please provide supplementary documentation on these items.</strong></td>
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<td>15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**</td>
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<td>Organization:</td>
<td>Value in US$ Equivalent:</td>
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<td>Organization:</td>
<td>Value in US$ Equivalent:</td>
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<td>16. Summary of any changes in your company’s ownership during the last 5 years:</td>
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* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.  
**Please provide supplementary documentation on these items.
Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.

**Please provide supplementary documentation on these items.**

### 17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):

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<tr>
<th>Product/Service/Work #</th>
<th>Product/Service/Work Description</th>
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Questionnaire completed by:

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<tr>
<th>Name:</th>
<th>Title:</th>
<th>Signature:</th>
<th>Date:</th>
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19. Evaluated By:  
FOR CTBTO USE ONLY  
Initials  
Date:  

20. Updated By:  
Initials  
Date:  

21. Remarks:  

22. Vendor Registration Number Allocated:  
Not Accepted: [ ]  

* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.  
**Please provide supplementary documentation on these items.
<table>
<thead>
<tr>
<th>CTBTO Member States</th>
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MODEL CONTRACT

between

THE PREPARATORY COMMISSION
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY
ORGANIZATION

and

[INSERT NAME OF THE CONTRACTOR]

Design, Upgrade of Infrastructure, Logistics Support
and Initial Testing of AS90, Bilibino, Russia

This Contract comprises this cover page, a table of contents, 14 (fourteen) pages of text,
including a signatories page, a List of Annexes and 5 (five) Annexes (A through E)

[Month, year]
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LIST OF ANNEXES

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   ANNEX A – CLAUSES OF SPECIFIC APPLICATION
   ANNEX B – SCHEDULE OF PRICES
   ANNEX C – GENERAL CONDITIONS OF CONTRACT
   ANNEX D – TERMS OF REFERENCE
   ANNEX E – PROPOSAL
MODEL CONTRACT

This Contract is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, A-1400 Vienna, Austria, and [ENTER NAME OF THE CONTRACTOR] (hereinafter referred to as the “Contractor”), having its principal office located at [ENTER ADDRESS OF THE CONTRACTOR].

WHEREAS, the Commission has the responsibility to take all the necessary measures for the establishment of the International Monitoring System (hereinafter referred to as the “IMS”) under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the “Treaty”);

WHEREAS, the Russian Federation signed the Treaty on 24 September 1996 and ratified it on 30 June 2000;

WHEREAS, the Russian Federation signed the Facility Agreement on Conduct of Activities relating to Facilities of the IMS provided by the Treaty (hereinafter referred to in the “Facility Agreement”) on 22 March 2005 and ratified it on 27 December 2006;

Whereas, Joint Executive Order No. 3913/19n dated 24 March 2014 of the Ministry of Foreign Affairs and the Ministry of Finance of the Russian Federation (Order No. 3913/19n) includes the Commission in the list of the international organizations and their agencies, whose activities on the territory of the Russian Federation shall be free from value added tax;

Whereas, in accordance with Articles 4, 10 and 13 of the Facility Agreement and Federal Law No. 95 FZ of the Russian Federation “About grants (technical assistance)” dated 4 May 1999, the goods and the services supplied under contracts with the Commission shall be exempt from taxes or similar duties levied by the Russian Federation and are bestowed as a part of the technical assistance provided by the Commission for the ownership of the Russian Federation under the Treaty;

Whereas, on behalf of the Russian Federation, the Ministry of Defense of the Russian Federation is the beneficiary of the technical assistance;
Whereas, the Ministry of Defense of the Russian Federation is assigned to operate the stations of the IMS in the Russian Federation under a contract for post-certification activities with respect to the IMS stations located in the territory of the Russian Federation (Contract No. 2006-1251) concluded with the Commission;

Whereas, the Commission has selected a contractor to conduct an upgrade of the intra-array communication systems at IMS infrasound station IS43, Dubna, the Russian Federation and the Ministry of Defense has agreed to provide an access to the station to the contractor;

WHEREAS, the Contractor represents that it is ready, willing and able to provide such goods and services.

NOW, THEREFORE, the Parties, as defined below, hereto mutually agree as follows:

1. **DEFINITIONS**

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

   “Annex A” means Clauses of Specific Application for the Task(s) specified therein.

   “Annex B” means the Schedule of Prices indicating the Contract Price.

   “Annex C” means the Commission’s General Conditions of Contract.

   “Annex D” means the Commission’s Terms of Reference.

   “Annex E” means the Contractor’s Proposal(s).

   “Clauses of Specific Application” means the terms and conditions of particular application for each Task.

   “Commission’s Equipment” means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Commission and/or the Commission’s Equipment Supplier.

   “Commission’s Equipment Supplier” means a supplier contracted by the Commission under a separate contract to supply and, if required, install the Commission’s Equipment.

   “Contract” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the
Parties in accordance with Clause 6.12 below.

“Contract Price” means the sum of the prices for all Tasks, as specified in Annex B, to be paid by the Commission to the Contractor for the full and proper performance of its obligations under this Contract.

“Contractor” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

“Contractor’s Equipment” means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Contractor or its subcontractor(s) for the execution of the Work under this Contract.

“Cost” means all expenditure properly incurred or to be incurred in connection with the Work, whether on or off the Site/Station, including overhead and other charges properly allocable thereto but not including any allowance for profit.

“Equipment” means the Commission’s Equipment and the Contractor’s Equipment.

“Party(ies)” means the Commission and/or the Contractor, as the context requires.

“Rule(s)” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

“Site(s)” means the location(s) at which the Station(s) will be established as described in detail in each Task.

“Station(s)” means the IMS station(s) or facility(ies) described in detail in Annex D.

“Task” means such part of the Work in respect of an individual Station as described in detail in Annexes A, D and E.

“Tax(es)” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of this Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

“Terms of Reference” means the technical specifications for the performance of each Task.

“Work” means the goods and services to be provided by the Contractor for the performance of the Tasks(s) including as the case may be but not limited to, the design, drawings, technical specifications, site preparation and construction, supply and installation of the Contractor’s Equipment, its spare parts and supplies,
installation of the Commission’s Equipment, provision of the installation support to the Commission and the Commission’s Equipment Suppliers and any other goods, and the services to be provided by the Contractor or its subcontractors, as applicable for each Task, in order to fulfil the Contractor’s obligations in accordance with this Contract, and the remedying of any defects therein.

1.2 The Parties agree that words and abbreviations, not specifically defined above, but which have well known technical or trade meaning, are used in this Contract in accordance with such recognized meaning.

1.3 Any word in the singular shall include the plural and vice versa, where the context so requires.

1.4 The headings in this Contract are for indicative purposes and shall not be taken into consideration for its interpretation.

2. **AIM OF THE CONTRACT**

The aim of this Contract is to perform the Work as required by each Task for the establishment of the Station(s) in accordance with Annexes D and E.

3. **RESPONSIBILITIES OF THE CONTRACTOR**

3.1 **Statement of Work**
   (a) The Contractor shall perform the Tasks as described in Annex A.
   (b) The Contractor shall carry out each Task in accordance with this Contract.
   (c) The Contractor shall fully perform and complete the Work, including modifications, if any. Partial delivery or completion of the Work under each Task shall not be acceptable without prior written agreement of the Commission.

3.2 **Commencement of the Work**

The commencement date of the Work shall be the date indicated in Annex A for each Task.
3.3 **Completion of the Work**
The completion date of the Work shall be the date indicated in Annex A for each Task.

3.4 **Contractor's Key Personnel**
(a) The Key Personnel to be provided by the Contractor shall be as specified in Annex A for each Task and is considered essential for the Work to be performed under this Contract.
(b) Any replacement of the Key Personnel shall be made in accordance with Clause 7 of Annex C.

3.5 **Commission’s Equipment**
The Contractor shall comply with the requirements applicable to the Commission’s Equipment set out in Annexes A, D and E for each Task, as applicable.

3.6 **Contractor’s Equipment**
The Contractor shall comply with the requirements applicable to the Contractor’s Equipment set out in Annexes A, D and E for each Task, as applicable.

3.7 **Insurance of Equipment**
Without prejudice to Clause 9 of Annex C, the Contractor shall comply with the insurance requirements applicable to the Equipment set out in Annex A for each Task, as applicable.

3.8 **Reports**
(a) Under each Task the Contractor shall prepare and submit to the Commission the reports set out in Annexes A, D and E for each Task, as applicable.
(b) The reports shall contain sufficient information for the Commission to determine the extent of the Work carried out by the Contractor and confirm that satisfactory progress in the implementation of this Contract has been achieved.
(c) The Contractor shall comply with the deadlines stipulated in Annexes A, D and E for each Task, as applicable.
(d) Unless otherwise stipulated, the Contractor shall provide the reports in 1 (one) original and 2 (two) copies, in English, and dispatched by registered, express mail.
The reports must be suitably packed and carefully marked with the following information: the Contract number, title of the report, as well as description of contents.

(e) The Contractor shall provide any additional information or clarification to the relevant report upon request of the Commission.

3.9 Warranty
The Contractor shall provide a warranty as stipulated in Annex A.

3.10 Other Facilities and Services
Except as otherwise stipulated in this Contract, the Contractor shall provide all the facilities and services required by its employees or subcontractor’s employees for the execution of this Contract. Expenses of every kind incurred in this regard shall be borne by the Contractor. Such expenses shall include, but shall not be limited to, the cost of wages, housing, food, travel, medical care and insurance.
3.11 **Review of the Conditions of Sites**

(a) The Contractor shall visit the Site(s) and ascertain conditions and gather information pertaining to or affecting its Work under given conditions at the Site(s), including but not limited to:

(i) the condition of the surface and all structures thereon, both natural and artificial, the surface and ground water level and water supplies;

(ii) the nature, location and character of the Site(s) as well as available labour and equipment supply;

(iii) the quantity and quality of all materials, supplies, tools, equipment, labour and professional services necessary to complete the Work as required in this Contract; and

(iv) all pertinent national, local laws and Rules, in particular building permissions and construction regulations.

(b) By executing this Contract, the Contractor hereby represents and warrants that it has examined the Site(s) and ascertained its physical and other conditions and considered the above mentioned issues at the Site(s) in view of the requirements of this Contract. None of the conditions or/and circumstances referred to in Clause 3.11 (a) above shall justify non-compliance with the provisions of this Contract.

3.12 **Permits, Notices, Laws and Ordinances**

(a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

(b) The Contractor shall give all notices and comply with all laws and Rules required by the nature of the Work.

(c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

3.13 **Protection of Persons and Property**

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
(b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:

(i) all employees at each Station and all other persons who may be affected thereby;

(ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off each Station, which is under the care, custody or control of the Contractor or any of its subcontractor(s); and

(iii) other property at each Station or adjacent thereto.

(c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons, property and/or their protection from damage, injury and loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

(e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

(f) The Contractor shall be responsible for the prevention of accidents at the Sites/Stations during the execution of the Work.

(g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

(h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Clause 3.13 (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 3.13 (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or by anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex C.
3.14 **Standard of Work**

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

4. **RESPONSIBILITIES OF THE COMMISSION**

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Work is carried out in accordance with Annexes A, D and E for each Task, and promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

5. **CONTRACT PRICE AND TERMS OF PAYMENT**

5.1 **Contract Price**

The Contract Price shall be set out in Annex B. The Contract Price shall cover all expenses, excluding Taxes, incurred by the Contractor for the performance and completion of the Work.

5.2 **Taxes**

If applicable, Taxes shall be as identified in Annexes A, B and E of the Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 5.5 below.

5.3 **Exclusion of Escalation**

The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and
above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

5.4 Progress Payments
(a) Progress payments shall be made in accordance with Annex A for each Task and as described in Clause 5.6 below.
(b) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.

5.5 Contractor’s Invoice
(a) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor’s official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission’s email address specified in Annex A. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor’s bank, account number, account holder’s name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.
(b) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

5.6 Mode of Payment
The Commission shall make all payments in [US Dollars or Euro] to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt of the original invoice, provided
that the Work has been satisfactorily completed and has been accepted by the Commission.

6. **GENERAL PROVISIONS**

6.1 **Entire Agreement**

(a) This Contract represents the final agreement in respect of the Work and shall supersede all prior agreements and representations between the Parties in this respect.

(b) Annexes A through E shall constitute integral parts of this Contract and shall be of full force and effect.

6.2 **Entry into Effect and Duration of the Contract**

This Contract shall enter into effect on the date of the last signature by the authorized signatories of the Parties and remain in force until the Commission specifies otherwise by a written notice.

6.3 **Discrepancies**

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given the precedence in the following order:

(i) this document and Clauses of Specific Application (Annex A);

(ii) Schedule of Prices (Annex B);

(iii) General Conditions of Contract (Annex C);

(iv) Terms of Reference (Annex D);


6.4 **Commission’s General Conditions of Contract**

The Parties hereto agree to be bound by the Commission’s General Conditions of Contract, which are attached hereto as Annex C.

6.5 **No Waiver**

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.
6.6 Severability
If any term and/or provision of this Contract is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

6.7 Contractor’s Claims and Remedies
In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overhead, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

6.8 Delays and Extension of Time
(a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by its employee, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance to Clause 6.12 below for such reasonable time as the Commission may determine.

(b) Any request for extension of the time for reasons referred to in Clause 6.8 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

6.9 Temporary Suspension of Work
The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days advance notice in writing to the Contractor. The Work so suspended shall be
resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

6.10 Transmission of Notices, Invoices, Reports and other Documents

Notices, invoices, reports and any other documentation under the Contract shall be delivered or sent to the relevant Party to the address indicated in Annex A or to such address or facsimile number or the email address as the Party may substitute by notice after the date of the Contract.

6.11 Effectiveness

(a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:

(i) if delivered in person, at the time of delivery;
(ii) if by registered mail or courier, when received;
(iii) if by fax, when received in legible form.

(b) A communication given under Clause 6.11 (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

6.12 Contract Amendment

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized representatives of the Contractor and of the Commission.
IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Contract.

For and on behalf of the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:

[Full name and position]

Date: _______________________________.  Place: Vienna, Austria.

For and on behalf of [INSERT NAME OF CONTRACTOR]:

[Full name and position]

Date: _______________________________.  Place: _________________________.
LIST OF ANNEXES

ANNEX A – CLAUSES OF SPECIFIC APPLICATION
(Task 1 – “________________________”)

ANNEX B – SCHEDULE OF PRICES

ANNEX C – GENERAL CONDITIONS OF CONTRACT

ANNEX D – TERMS OF REFERENCE
(Task 1 – “________” dated ______ 200_)

ANNEX E – PROPOSAL
(technical proposal dated _____ 200_)
(financial proposal dated _____ 200_)
ANNEX A

CLAUSES OF SPECIFIC APPLICATION

TASK NO 1

“Design, Upgrade of Infrastructure, Logistics Support and Initial Testing of AS90, Bilibino, Russia”

<table>
<thead>
<tr>
<th>№</th>
<th>Reference Clause</th>
<th>Clauses of Specific Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3.1 (a) Statement of Work</td>
<td>The Contractor shall perform the following:</td>
</tr>
<tr>
<td></td>
<td>(i) Design, Drawings, and Specifications</td>
<td>The Contractor shall execute the basic and detailed design, drawings and specifications for the</td>
</tr>
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<td></td>
<td></td>
<td>Station in compliance with the requirements of Annex D, if not specified in Sections 4.1 –</td>
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<tr>
<td></td>
<td></td>
<td>4.2 of Annex D, in accordance with good engineering practice.</td>
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<td></td>
<td>The Contractor shall be responsible for all deviations, discrepancies, errors or omissions in</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the design, drawings and specifications, as well as the other technical documentation that</td>
</tr>
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<td></td>
<td></td>
<td>the Contractor has prepared regardless whether the Commission has approved the design,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>drawings and specifications or not.</td>
</tr>
<tr>
<td></td>
<td>(ii) General Obligations</td>
<td>In accordance with Section 3 of Annex D</td>
</tr>
<tr>
<td></td>
<td>(iii) Upgrade of Infrastructure</td>
<td>In accordance with Section 4.3 of Annex D</td>
</tr>
<tr>
<td></td>
<td>(iv) Installation Support</td>
<td>In accordance with Section 4.4 of Annex D</td>
</tr>
<tr>
<td></td>
<td>(v) Initial Testing</td>
<td>In accordance with Section 4.5 of Annex D</td>
</tr>
<tr>
<td></td>
<td>(vi) Optional Work</td>
<td>In accordance with Section 5 of Annex D</td>
</tr>
<tr>
<td>2</td>
<td>3.2 Commencement of the Work</td>
<td>[Insert the date]</td>
</tr>
<tr>
<td>3</td>
<td>3.3 Completion of the Work</td>
<td>[Insert the date]</td>
</tr>
<tr>
<td>4</td>
<td>3.4 Contractor’s Key Personnel</td>
<td>The Contractor’s Key Personnel are: [insert the names]</td>
</tr>
</tbody>
</table>
| 5 | **3.5 Commission’s Equipment** | The Contractor shall act as a consignee of the Commission’s Equipment.  

The Contractor shall, upon the delivery of the Commission’s Equipment at the point of entry into the country, receive and examine the Commission’s Equipment for physical damage. If the Commission’s Equipment is found to be damaged, the Contractor shall notify the Commission without delay.  

The Contractor shall provide all necessary assistance with the arrangements for customs clearance.  

The Contractor shall arrange for transportation and deliver the Commission’s Equipment from the point of entry into the country to the Site/Station.  

In the event the storage of the Commission’s Equipment is necessary, the Contractor shall provide an adequate storage from its receipt until its installation. |
|---|---|---|
| 6 | **3.6 Contractor’s Equipment** | The Contractor shall purchase and deliver the Contractor’s Equipment to the Site/Station and bear all the costs and risks related to such delivery to the Site/Station.  

The Contractor shall be responsible for the safety and storage of the Contractor’s Equipment at the Site/Station until acceptance of the Final Report/Revised Final Report.  

In the event of loss or damage to any of the Contractor’s Equipment during shipment, transportation, or storage, or in the event of the Contractor’s Equipment being found defective, unusable or ineffective for the purpose for which it (they) was (were) supplied, the Contractor shall promptly replace or repair, at its own expense, such Contractor’s Equipment by whatever means of transport or personnel services are most suitable and reasonable in the circumstance. |
| 7 | **3.7 Insurance of Equipment** | Insurance for the Commission’s Equipment and the Contractor’s Equipment shall be arranged for the full replacement cost and for an additional sum of 10% (ten percent) of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage, including professional fees and the cost of demolishing and removing any part of the equipment and of removing any related debris.  

**Commission’s Equipment**  
The Contractor shall, without limiting its or the Commission's obligations and responsibilities under the Contract, arrange and bear the costs of the insurance for the Commission’s Equipment from the date of its receipt at the point of entry into the country until the Commission’s acceptance of the Final/Revised Final Report. |
Contractor’s Equipment
The Contractor shall, without limiting its or the Commission’s obligations and responsibilities under the Contract, arrange and bear the costs of the insurance for the Contractor’s Equipment from the date of purchase/shipment until the Commission’s acceptance of the Final/Revised Final Report.

8 3.8 Reports

(a) The Contractor shall submit Conceptual Design Report, as described in Section 6.1 of Annex D.
(b) The Contractor shall submit Final Design Report, as described in Section 6.2 of Annex D.
(b) The Contractor shall submit Upgrade of Infrastructure Report, as described in Section 6.3 of Annex D.
(c) The Contractor shall submit Final Report, as described in Section 6.4 of Annex D.

If the Commission, after review of the Final Report and/or Inspection of the Work at the Site/Station, requires further information and/or remedial action is necessary, the Commission will instruct the Contractor to provide such additional information and/or a more detailed description of the remedial action taken. The Contractor shall submit such additional information in the form of the Revised Final Report within four (4) weeks of the Commission’s instruction, as described in Section 6.4 of Annex D.

(d) The Contractor shall submit six (6) Monthly Initial Testing Reports, as described in Section 6.5 of Annex D.
(e) The Contractor shall submit Report for Optional (Miscellaneous) Work, as described in Section 6.6 of Annex D.

9 3.9 Warranty

Clause 28 of Annex C shall apply to the Work performed under this Task and every reference to “Goods” therein shall be read to mean “Work”. The warranty shall start at the date of the acceptance of the Final/Revised Final Report.

10 5.4 (a) Progress Payments

The progress payment schedule under Task 1 shall be as follows:

(i) Upon acceptance by the Commission of Work Task 1 - [EURO/US$] ______ [in numbers and words];
(ii) Upon acceptance by the Commission of Work Task 2 - [EURO/US$] ______ [in numbers and words];
(iii) Upon acceptance by the Commission of Work Task 3 - [EURO/US$] ______ [in numbers and words];
(iv) Upon acceptance by the Commission of Work Task 4 - [EURO/US$] ______ [in numbers and words];
(v) Upon acceptance by the Commission of Work Task 5 - [EURO/US$] ______ [in numbers and words].
| 11 | 6.10 Transmission of Notices, Invoices, Reports and other Documents | Notices submitted to the Commission by the Contractor shall be addressed to:

**For Contractual Issues:**
Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
Fax: + (43 1) 26030 5948
E-mail: procurement@ctbto.org

**For invoices and related enquiries:**
Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6292
E-mail Payments@ctbto.org

Notices to the Contractor shall be addressed to:
__________________
__________________
__________________
[insert the name of the authorized representative, address and contact details] |
## ANNEX B

### SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1</strong></td>
<td>“Design, Upgrade of Infrastructure, Logistics Support and Initial Testing of AS90, Bilibino, Russia” - EURO/US$____ [in numbers and words].</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>In accordance with Clause 5.1 of this Contract, the total Contract Price shall be EURO/USD_____ [in numbers and words].</td>
</tr>
</tbody>
</table>
ANNEX C
General Conditions of Contract

1. DEFINITIONS

(a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
(b) “Services” means all services to be rendered under the Contract.
(c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
(d) “Taxes” shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

(a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
(b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

(a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
(b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
(c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.
9. INSURANCES

(a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
   (i) Name the Commission as additional beneficiary;
   (ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the Commission.
(e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
(f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
(g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
(h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

(a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
(b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission’s authorized officials on completion of the Services or as requested by the Commission.
(b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
(c) The Contractor shall not, at any time, use such confidential information to its own advantage.
(d) The restrictions on confidentiality shall not apply to the information which:
   (i) presently is in the public domain;
   (ii) hereafter becomes part of the public domain without the other Party’s fault;
   (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
   (iv) is disclosed to the other Party at any time hereafter by a third Party.
   (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
(e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

(a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
(b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.
15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

(a) The Contractor warrants that:
   (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
   (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.

(b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

(a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.

(b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.

(c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor’s consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor’s position.

17. DEFAULT BY THE CONTRACTOR

(a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.

(b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.

(c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

(a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
   (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
   (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
   (iii) The Contractor’s failure to submit on time the reports required.

(b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.

(c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of
delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

(c) In this event, the following provisions shall apply:
   (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
   (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
   (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
   iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor’s insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

(a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (amicable settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.

(b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days’ notice of
termination to the Contractor. In the event such termination is not caused by the Contractor’s negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactorily accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission’s notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

(a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.

(b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.

(c) If, during the warranty period mentioned in Sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

(a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.

(b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods’ final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.

(c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.

(d) The Commission’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at the point of delivery designated by the Commission or at the Commission’s offices, shall in no way be limited or waived by reason of the Goods’ having previously been inspected, tested and passed by the Commission.

(e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.

(f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

(a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

(b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.

(c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.

(d) Neither partial delivery nor transhipment shall be made unless specifically agreed by the Commission in writing.

(e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.

[point of delivery]

PURCHASE NO. _____________________
GROSS WEIGHT ____________________
NET WEIGHT _____________________

(f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.

(g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be
attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

(h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
   ♦ purchase order/Contract number;
   ♦ waybill number or equivalent reference number of the shipment (if any);
   ♦ number of boxes/cartons/crates/etc.;
   ♦ estimated time of departure (ETD);
   ♦ point of departure and name of freight carrier;
   ♦ estimated time of arrival (ETA) to final destination.

(i) The following documents shall be enclosed with the shipment in case of shipping by air:
   ♦ airway bill;
   ♦ proforma or commercial invoice;
   ♦ packing list.

(j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

(a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.

(b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

(a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;

(b) In the event of termination of production of the spare after delivery of the Goods:
   (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
   (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

1 April 2016
ANNEX D

TERMS OF REFERENCE

Design, Upgrade of Infrastructure, Logistic Support and Initial Testing at IMS Auxiliary Seismic Station AS90, Bilibino, Russian Federation
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ANNEX D

TERMS OF REFERENCE

1. SUMMARY

1.1 GENERAL

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) intends to establish the IMS seismic monitoring station AS90 at Bilibino, the Russian Federation (the “Station”) in accordance with Annex 1 to the Protocol of the Comprehensive Nuclear-Test-Ban Treaty (“CTBT”).

This Station is designated as a facility of the seismic network of the Comprehensive Nuclear-Test-Ban Treaty (the “Project”). The Ministry of Defence of the Russian Federation (the “SMS of MoD RF” and/or “SMS”) has provided a building for the Station, which shall host a seismic station.

Following site visit and subsequent discussion between the SMS and the Commission, it was decided to establish the 3-component (3C) seismic station using the existing infrastructure of the SMS facility. The installation of the Station will include installation of a new seismometer, digitizer, communication equipment, power supply, data acquisition equipment, upgrade of Central Recording Facility (CRF), the power line and the borehole.

1.2 PURPOSE

The Commission desires to engage a supplier (the “Contractor”) to provide goods, services and works for the design, site preparation, upgrade of infrastructure, supply and installation of the Contractor’s equipment, logistic support and initial testing at IMS Auxiliary Seismic Station AS90/BIL, Bilibino, the Russian Federation” (the “Work”) in accordance with these Terms of Reference (the “ToR”). These ToR define the technical framework of all related activities of the Work and contains all technical requirements for the activities, which shall be carried out by the Contractor.

The Contractor shall carry out the preparation of design, site preparation and upgrade of infrastructure, supply and install Contractor’s equipment (the “Contractor’s Equipment”) in order to prepare the Station to host the data acquisition equipment (the “Commission’s Equipment”). The Commission and the Commission’s equipment supplier(s) will provide, install and test the Commission’s Equipment at the Station.

Also, the Contractor shall be required to provide support services to the Commission, the Commission’s equipment supplier(s) and the SMS, who is also the Station Operator, during the installation of the Commission’s Equipment and the Initial Testing of the Station.

The Contractor shall carry out the Work in accordance with these ToR and in the most cost-effective manner possible.
1.3 SMS

The SMS has been designated by the Government of the Russian Federation as the sole national technical counterpart for coordinating activities related to liaison, establishment and upgrade of infrastructure, installation, testing and evaluation, certification and post-certification activities for all IMS primary and number of auxiliary seismic stations in the Russian Federation, including AS90.

The Commission and the SMS of MoD RF have agreed that in this project the role and responsibilities of the SMS shall be to coordinate activities between the Commission and the Contractor for this project, verification of all documents related to the project, monitor, review and accept the reports and works for the installation of the Station, as well as to confirm whether the works have been performed in conformance with the national and local rules and regulations.

1.4 GENERAL DESCRIPTION OF THE STATION

The Station is located 1.5 km west of the township of Bilibino, Chukotka, Russian Federation, in the premises of a military base of SMS, as shown in Figure 1. The nearest airport is Keperveyem (IATA: KPW) in 30 km from Bilibino. The Station coordinates are 68°02′48″ N and 166°24′20″ E. The Station can be reached from Bilibino all year round by driving off-road vehicle.

The Station consists of two parts, borehole enclosure and CRF, located approximately 500 m from each other. At the borehole enclosure a rack shall be installed, containing a power supply unit, a back-up battery, a data acquisition unit, and a fiber optic media converter. The 3-component seismometer shall be installed in the existing borehole. At the CRF building a rack with data acquisition computers, communication equipment and peripheral equipment, such as Ethernet switch, monitor, etc. shall be installed in a separate room.

Continuous data shall be transmitted by a fiber optic link to the CRF. Equipment provided by the Commission will be installed at the CRF to format and transmit data to the International Data Center (the “IDC”) in Vienna through independent ISN subnetwork and also control various functions connected with authentication, command and control and system calibration.

Local AC mains power will be used to operate the Station’s CRF and borehole enclosure. The power supply system will also be connected to an existing AC generator, as a back-up autonomous power supply system for the CRF and borehole site.

2. SCOPE OF WORK

The Work includes 5 (five) Work Tasks and the Optional Work in accordance with the requirements of these ToR as follows:

<table>
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<tr>
<th>No.</th>
<th>Work Task</th>
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<tr>
<td>1.</td>
<td>Conceptual Design</td>
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<td>2.</td>
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<td>Upgrade of the Station’s Infrastructure</td>
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<td>4.</td>
<td>Logistic Support Services during Installation</td>
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<td>5.</td>
<td>Initial Testing</td>
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<td></td>
<td>Optional (Miscellaneous) Work</td>
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The Work Tasks include the below mentioned activities to be completed by the Contractor and in accordance with the requirements as further described in Sections 3 – 5 of the ToR:

(a) Fulfilment of all general obligations;
(b) Renovation of the rooms in the existing building in order to house the Station’s Central Recording Facility (CRF);
(c) Refurbishment of the borehole at the Station, in accordance with the Commission’s technical requirements;
(d) Installation of a new wellhead on the borehole casing pipe;
(e) Repair of the outdoor cable tray system between the CRF and borehole enclosure;
(f) Provision and installation of AC outdoor power cable on the cable tray system between the CRF and borehole enclosure;
(g) Provision and installation of the fiber optic communication system at the Station between the CRF and borehole enclosure;
(h) Provision and installation of power supply unit and back-up battery at the borehole’s enclosure according to the Commission’s design;
(i) Provision and installation of equipment enclosure (digitizer, power supply, media converter etc.) at the borehole enclosure;
(j) Provision of the support services to the Commission and the Commission’s Supplier(s) during the installation period;
(k) Provision of the support services to the Station Operator during the initial testing period of the Station;
(l) Optional work as described in Section 5 below.

3. GENERAL OBLIGATIONS

(a) The Contractor shall obtain licenses, permits or authorizations needed to carry out the Work under this contract.
(b) The Contractor shall ensure that all Work is performed in compliance with any national, municipal or local regulations, laws, building codes, licensing or permitting requirements related to the implementation of the Work Tasks.
(c) The Contractor shall submit plans and reports as specified in Sections 6 – 7 of the ToR.
(d) The Contractor shall provide Station Specific Documentation set, as described in Attachment B to the ToR.
(e) The Contractor shall submit a work schedule for the site preparation and the completion of all works to the Commission. The Commission reserves the right to monitor/inspect field operations at any time by sending the Commission’s representatives to the Station.
(f) The Commission and/or the Commission’s Equipment supplier(s) will be responsible for the supply and installation of the data acquisition equipment (Commission’s Equipment) at the Station.
4. WORK TASKS

For all Work Tasks, the Contractor shall inform the Commission of the appropriate and current points of contact, including contacts for (1) technical matters, (2) logistics matters, and (3) commercial matters. If these points of contact change during any phase of the Work Tasks, the Contractor shall inform the Commission immediately in writing.

4.1 WORK TASK 1: CONCEPTUAL DESIGN

For this task, the Contractor shall gather all information related to the status of the site, infrastructure, facilities, and other equipment present at the Station, as well as the technical specifications, installation details, and operating requirements for the equipment to be updated and installed at the Station. Much of this information is contained within the TOR. There shall be close technical collaboration between the Contractor and the Commission to ensure that all requirements shall be met at this stage.

Under the Conceptual Design task the Contractor shall complete the following items:
(a) Gathering of specifications for connections to existing infrastructure networks;
(b) Cutting down wooded areas for cable lines as necessary;
(c) Completing engineering and survey work at the borehole site;
(d) Designing the repair of existing facilities at the Station.

Upon completion of Task 1, the Contractor shall submit to the Commission a Conceptual Design Report in accordance with Sections 6 – 7 below. The Report for Task 1 is subject to the Commission’s acceptance in writing.

4.2 WORK TASK 2: FINAL DESIGN

Under Task 2 the Contractor shall finalize the design (Final Design) of the Station to be ready for the installation of the Commission’s Equipment. This task shall include the preparation of detailed technical descriptions, plans, drawings, layout, and installation diagrams. The Contractor shall collaborate with the Commission and SMS in all activities associated with Task 2 to ensure the successful and timely completion of the Work.

Necessary work related to the Final Design of the Station must allow a successful installation of the Commission’s equipment. Additionally, the Final Design must be feasible and cost-effective, and ensure that the resulting seismic equipment shall meet all of the Commission’s technical requirements as outlined in the IMS Operational manuals. Specifically, tasks associated with the Final Design shall include:
(a) Designing the equipment configuration for the station in order to satisfy the Commission’s technical requirements for data collection and transmission;
(b) Acquisition of the precise coordinates for the borehole site (within 100 m, WGS84 datum);
(c) Plans for upgrade of borehole enclosure, power and communication lines and CRF building related to the Auxiliary Seismic station;
(d) Coordinating collected specifications related to the Station for official approval;
(e) Completing an appraisal from a state expert, as required; and
(f) Receiving approval from the State Architectural-Building Supervision (SABS), as required.
In preparation of the Final Design for the Station, the Contractor shall take into consideration the following:

(g) Parameters and installation requirements of the equipment provided by the Commission;

(h) Mission requirements and minimum standards for the Station, as outlined in the IMS Operational Manuals;

(i) Achieving a lifetime for all structures and the Contractor’s equipment for at least 20 years;

(j) Local environmental conditions, as well as standards and regulations specific to the Russian Federation;

(k) Approval and licensing requirements for all structures and equipment provided by the Contractor or the Commission;

(l) Feasibility and cost-effectiveness of implementing the design at the Station, as well as the viability of the design for future operation and maintenance;

(m) Availability and supply of spare parts, fuel, and other consumables;

(n) The Contractor shall ensure that the property upon which site preparation and construction will take place is available for this purpose under all national, municipal, or local regulations or laws. This includes approvals from the relevant authorities of the Russian Federation in order to fulfil the work according to the Final Design of the Station as agreed to by the Commission;

(o) The Contractor shall submit the Final Design to all proper authorities and making any necessary adjustments to the Design. If adjustments are necessary, the Contractor shall submit the Final Design again to the Commission before submission to the Russian authorities, which shall then become the Agreed Final Design. The Contractor shall submit the Agreed Final Design to the Commission immediately after obtaining all approvals.

Upon completion of Task 2, the Contractor shall submit to the Commission Final Design Report in accordance with Sections 6 – 7 below. The Report for Task 2 is subject to the Commission’s acceptance in writing.

4.3 WORK TASK 3: UPGRADE OF THE STATION’S INFRASTRUCTURE

Under this task, the Contractor shall undertake and complete all activities related to the upgrade of the Station’s infrastructure. Specifically, the Contractor shall complete the following:

(a) Refurbishment of the borehole at the Station, in accordance with the Commission’s technical requirements and the agreed-upon Design;

(b) Refurbishment of the CRF premises inside existing building, as specified in these Terms of Reference and the agreed-upon Design;

(c) Installation of outdoor cable tray line between the CRF and the borehole enclosure;

(d) Provision and installation of power supply cable between the CRF and the borehole enclosure;

(e) Provision and installation of fiber optic communication cable between the CRF and the borehole enclosure;

(f) Provision and installation of communication and power supply equipment described below.
If feasible and cost-effective, then the Contractor shall use existing facilities at the Station site in order to meet the technical requirements of the Commission, as specified in the IMS Operational Manuals.

The Contractor shall complete all requirements of Work Task 3 in a timely manner and reasonable cost, as specified in these Terms of Reference below.

4.3.1 **Borehole site**

The Contractor shall ensure that the existing borehole enclosure is dry and functional, and shall ensure the construction of an equipment enclosure and a proper cable conduit, as stated below.

4.3.2 **Instrument Borehole**

The existing borehole has 60-m depth and internal diameter of casing 325 mm. The Contractor shall reduce the casing internal diameter to 156-162 mm by re-casing and re-cementing the borehole. The Commission recommends to use casing pipe of 178 mm nominal diameter with wall thickness 9.2 mm and internal diameter 159.4 mm according to GOST 632-80.

The Contractor shall be responsible for all works associated with the borehole re-casing, including provision of the materials, installation, cementation, testing and debris removal.

After completion of the re-casing works, the Contractor shall install (weld) new borehole well-head termination provided by the Commission.

The final requirements for re-cased borehole are:

(a) Final depth of the re-cased borehole will be at least 50m below ground level.

(b) Space between two casings shall be cemented. The Contractor has the flexibility of selecting a preferred cementation method that will completely bond the casings over their entire depth with no voids or shrinkage.

(g) Angle of inclination from vertical will not exceed 2.5 degrees at any point in the borehole.

(h) Steel casing with water-tight joints will be installed for the entire length of the borehole.

(i) The top of the casing should be approximately 35 to 50 cm above ground level.

(j) Inner diameter of the casing should be between 156 and 162 mm.

(k) Casing must be completely round, with no elliptical shape; the inner surface of casing must be smooth with no irregularities such as welds or couplings, which would reduce the inner diameter;

(l) A water-tight cement or metal plug should be made at the bottom of the borehole.

(m) The outer wall of new casing should be completely cemented to the existing casing along the entire length of the borehole; cementation must ensure high-quality contact between the casings.

(n) The final cased borehole has to admit a test gauge, to be provided by the Contractor, of similar dimensions to the equipment to be installed at the borehole, 150 cm in length and 150 mm in diameter.

(o) The final cased borehole must be water tight.

(p) The borehole must be left dry after the leak test and sealed with a removable cap.
The following acceptance tests are applicable upon completion of the re-casing:

1. **Verticality Test:** A final verticality test must be performed in the interior of the casing after cementation. Measurements shall be made of the deviation from vertical at 15 m depth intervals as well as at the bottom of the borehole.

2. **Cementing Quality Check Test:** The Contractor shall check the quality of borehole cementing by means of any designated method or a combination of methods. The results of the check shall be presented in the form of a protocol executed in several copies that shall be submitted to the PTS and SMS.

3. **Obstruction Test:** A test gauge 150 cm in length and 150 mm in diameter must pass without obstruction to the bottom of the final borehole and then return to the surface.

### 4.3.3 Equipment Enclosure

The Contractor shall provide and install a suitable equipment enclosure (rack) at the borehole site to house the digitizer, breakout box, communications system (fiber optics splice box and media converter) and power supply with back-up batteries. The enclosure shall be sealed and thermo-insulated in order to provide positive temperatures for back-up batteries. The enclosure shall be installed within 2 meters of the borehole. Cable glands shall be provided in order to connect the following cables to the enclosure:

- (a) Seismometer cable;
- (b) AC Power cable;
- (c) GPS cable;
- (d) Fiber optic cable.

The exact diameters of the cables will be provided by the Commission at the Design stage.

### 4.3.4 GNSS antenna mount

The Contractor shall provide a mounting fixture for GNSS antenna outside the borehole enclosure with a conduit for the running of the antenna cable. The maximum run of the GNSS antenna cable should not exceed 15 m from the antenna position to equipment enclosure. The antenna shall be mounted outside the vault near the top of the structure with a clear view of the sky. The mount shall be threaded ¾” BSPP pipe.

### 4.3.5 Power Supply

The Contractor shall make all necessary provisions to ensure power supply at the borehole site. The anticipated load for the Commission’s equipment is less than 30 watts. The Contractor shall supply 24 V DC UPS K-301-15 V or similar as a power supply, including back-up batteries, at the borehole site for the Commission’s equipment. The capacity of back-up batteries shall be 2880-3600 Wh (120-150 Ah at 24 V).

The Contractor shall be responsible to carry out all necessary tests for Contractor’s supplied power equipment, according to local standards, including but not limited to:

- GOST R 50571.16-2019 and MEK 60364-6:2016 Low-voltage electrical installations, Part 6.4.3, Testing, in the part applicable for low-voltage installations at AS90, such as new cable, automatic switches, personal safety etc.;
- Rules for electrical installations, section 1, chapter 1.8, in the part applicable for low-voltage installations at AS90;
- Rules for electrical installations, section 1, chapter 1.8, paragraph 1.8.38 Batteries, 1.8.39 Grounding devices and 1.8.40 Power cable lines;

4.3.6 Lightning and surge protection

A lightning protection system of Level II according to IEC 62305-1 shall be designed and installed at the borehole site. The input of the AC cable to the borehole site shall be protected by appropriate combined Type 1 and 2 surge protection device. Detailed requirements for the lightning protection system design can be found in the Attachment A to the ToR.

4.3.7 Borehole enclosure security and monitoring

The Contractor shall make provisions for the security of the borehole enclosure. The door shall be equipped by appropriate lock, a tamper switch shall be mounted on the door, with a cable conduit to Commission’s provided digitizer.

In addition the Contractor shall install a separate security system, including:

- Video monitoring IP-based camera
- Fire alarm at the equipment rack
- Emergency lights, that shall be on up to switch-on of the backup power supply

This system shall be powered from a power supply, independent from the one described in 4.3.5 above. The contractor shall provide the interface for connection of the separate security system to fiber optic media converter.

4.3.8 Environmental provisions

The Contractor shall provide repair of the borehole enclosure in order to assure reliable operation of the Station under harsh environmental conditions, such as:

(a) Repair / replacement of the entrance gate;

(b) Repair of the enclosure roof;

(c) Repair of the floor of the enclosure;

(d) Backfilling of the enclosure from outside;

(e) Repair of the road from CRF to the borehole site.

4.3.9 Outdoor cable tray line and cables installation

The Contractor shall repair / re-install a cable tray line between the CRF building and the borehole site, as shown in Figures 2 and 8.

The line shall be done according to local rules for power lines of similar type for local conditions (permafrost and extreme temperatures in winter time).
The line must be suitable for installation of an AC power cable and fiber optic communication cable.

The contractor shall provide and install the following cables between the CRF building and the borehole site:

- AC cable (3-conductors with minimum 10 mm² cross-section copper wires, single phase, 230 VAC, armoured, suitable for outdoor installation in polar regions);
- Fiber optic communication cable (single-mode, 8 fibers, suitable for outdoor installation in polar regions).

The AC cable shall be protected on both sides by surge protection devices of combined Types 1 and 2 and grounding the armour. The termination of the cable shall be done according to the local standards, and include manual switch, automatic magnetic switches, differential residual switch.

The fiber optic cable shall be terminated inside the CRF room and borehole enclosure in splicing boxes with SC/PC connectors.

### 4.3.10 Central Recording Facility (CRF)

The Contractor shall provide refurbishing of the CRF room inside the existing building, including repair / re-planning of the room, provision of necessary furniture, such as operator’s desk, 2 chairs and 2 cabinets. The total area of the room to be renovated is expected to be 30 m². The renovation shall include repainting of the whole area (walls, ceiling and floors), installation of a plasterboard wall (4 m) in order to separate operator’s room from storage, and 2 (two) new doors, as well as replacement of electrical installations (sockets, cabling, lights).

The room shall be equipped by a grounding bar connected to the common building’s ground. The Contractor shall also insure that the Station’s equipment is protected against the power surges according to Lightning Protection System Level II according to IEC 62305-1.

The Contractor shall supply 2 (two) data acquisition computers for the Central Recording Facility, the connection cables for connection to the independent sub-network, and a LAN switch. The computer and the switch shall be placed inside a secure standard equipment rack.

The minimum requirements for the computers are given in the Section 4.3.11 below.

The Contractor shall provide and install fiber optic communication equipment at the CRF, a single-mode fiber optic media converter.

The Contractor shall ensure that the CRF is a suitable environment for the Commission’s data acquisition computer. Included in this requirement are characteristics of temperature, humidity, power supply, and necessary connections to the independent network.

### 4.3.11 Contractor’s Equipment

The Contractor shall be responsible for supplying any equipment necessary to accomplish the tasks listed in Section 4.3 of this ToR that is not supplied by the Commission, including but not limited by:

(a) Fiber optic communication equipment: single-mode media converters for borehole enclosure and CRF, with 4 RJ45 ports and 2 SC/PC fiber optic ports, 10/100 Mbps Ethernet, 24 VDC power supply, power consumption less than 4 W. 3 units (borehole site, CRF and spare) in total.
(b) Power supply: DC UPS of the type K-307-10V or equivalent, with over- and under voltage protection, short circuit protection, overheating protection. 2 units (borehole site and spare) in total.

(c) Data acquisition computers: 2 (two) rack-mount high-performance servers with the following specifications:
- 19” rack-mount chassis;
- Mainboard AIMB-505G2;
- CPU quad core 3.4 GHz;
- RAM 16 GB 2133 MHz DDR4;
- Disk 1 x SATA SSD 1 TB;
- 2 x LAN 10/100/1000;
- USB 4 x USB 3.0, 4 x USB 2.0;
- COM 2 x RS232;
- Operating temperature 0̊ to  +40̊ C;
- OS Support: Linux CentOS 6.x/7.x;
- Warranty: at least 36 months.

(d) 10/100 Mbps 12-port rackmount Ethernet switch;

(e) Rackmount console (monitor & keyboard);

(f) AC Uninterruptable power supply (UPS) for rack installation, with following specifications:
- Double-conversion
- Battery capacity: 2 kWh
- Voltage: 230 VAC
- Network Interface Card
- 19” rack – mounted

(g) Back-up battery: AGM lead-acid battery, 24 V, 2880-3600 Wh.

(h) Security system as described in 5.4.7.

(i) Air humidifier for CRF designed for 30 m² room.

(j) Surge protection devices (SPD): AC Type 1 and 2, for TN-S / TN-C-S networks, for installation at both ends of AC power line to the borehole enclosure, AC Type 3 for protection of the CRF equipment inside the equipment rack at the CRF, Ethernet SPD for protection of the cable between the equipment rack and independent communication sub-network.

(k) Mechanical tamper switch for borehole enclosure entrance door.

(l) Cabinets, glands, cables and switches for the above.

Upon completion of Task 3, the Contractor shall submit to the Commission the Civil Works Report in accordance with Sections 6 – 7 below. The Report for Task 3 is subject to the Commission’s acceptance in writing.
4.4 WORK TASK 4: LOGISTIC SUPPORT SERVICES BEFORE AND DURING INSTALLATION

The Contractor shall complete all preparation and construction works at the site, as described in the ToR, prior to the installation of the Commission’s Equipment by the Commission and/or the Commission’s equipment supplier(s).

In respect to the Commission’s Equipment, the Contractor shall provide the following logistic support services to the Commission before the installation period:

(a) Receipt of the Commission’s Equipment at the Keperveyem airport;
(b) Transportation of the Commission’s Equipment from the airport to Bilibino (about 30 km);
(c) Arrange an off-loading work and a proper storage of the Commission’s Equipment at the site;
(d) Arrange a proper insurance of the Commission’s Equipment (valued at US$1 million) for at least six (6) months until the acceptance of the Final Report by the Commission. It should be noted that the insurance period may be additionally extended for up to 6 (months) beyond the original period.

During the installation works, the Contractor shall provide the following support services:

(m) Transportation of the Commission’s staff and staff from the Commission’s contractors from/to Keperveyem airport to Bilibino.
(n) Transportation of the Commission’s staff and staff from the Commission’s contractors from/to Bilibino from/to the Station.
(o) Hands-on technical, logistical and administrative assistance in all of the activities associated with equipment installation and inspections.
(p) Interpretation between Russian and English during the entire duration of all visits of staff from the Commission and from the Commission’s contractors.
(q) Adjustments of infrastructure and systems installed by the Contractor during site preparation and construction for allowing the fitting of the Commission’s Equipment and connecting them to the power supply system.

The Contractor shall consider the following details:
- The total number of Commission’s visits to the Station shall not exceed two (2);
- The period of one Commission’s visit shall not exceed three (3) weeks. It should be noted that the cost of the visits will be borne by the Commission’s staff;
- The number of staff from the Commission and the Commission’s equipment suppliers will not exceed four (4) persons.

Upon completion of Task 4, the Contractor shall submit to the Commission a Final Report/Revised Final Report in accordance with Sections 6 – 7 below. The Report for Task 4 is subject to the Commission’s acceptance in writing.
4.5 WORK TASK 5: INITIAL TESTING

Normally the Initial Testing (IT) period starts when the Commission’s Equipment is installed and tested at the Station by the Commission. In this respect, the Commission will notify the Contractor in writing about the commencement date of the Initial Testing period. The duration of Initial Testing is 6 (six) months and can be extended for up to 6 (six) months until the Station is certified.

The Contractor shall designate up to two (2) staff as the station caretakers. Every 2 (two) weeks the caretaker(s) of the Contractor shall visit the station and check the following:

- power system status: verify the voltage and the overall condition of the power supply equipment at the Station;
- signs of deterioration of the infrastructure;

At the end of each visit the Contractor’s caretaker shall make all required log entries, showing the date and the purpose of the visit, his observations and all required maintenance actions. The log file shall be sent to the Commission at least once a month or anytime it is requested by the Commission.

The Contractor shall provide all the necessary consumables and tools to ensure reliable and continuous operation and maintenance of the Station infrastructure during the time of Initial Testing, including those not explicitly mentioned in the ToR.

During the Initial Testing period, the Contractor shall submit to the Commission a Monthly Initial testing Reports in accordance with Sections 6 – 7 below. The monthly reports for Task 5 are subject to the Commission’s acceptance in writing.

5. OPTIONAL (MISCELLANEOUS) WORK

Upon the Commission’s written notification, the Contractor shall investigate the need for Optional (miscellaneous) works at the Station and, if required, fully specify the optional works recommended to be done. The Commission will review the recommendation and inform the Contractor if the optional works should be added to this Contract and implemented via a contract amendment.

Upon completion of this activity, the Contractor shall submit to the Commission a Report for Optional (Miscellaneous) Work in accordance with Sections 6 – 7 below. The report for this Task is subject to the Commission’s acceptance in writing.

6. DOCUMENTATION, PLANS AND REPORTS

The Contractor shall ensure that all the manuals and technical specifications received for the Station’s equipment, including manuals for the operation and maintenance will be kept in a safe location at the Station.

Reports, plans and any other documentation shall be submitted as described in this Section. All reports and communications shall be in English and reports shall be submitted in original hard copy and two copies as well as in electronic version. The Commission will review and inform in writing if these reports have been accepted in order to confirm the completion of the relevant Work Task.
In case the Commission is not satisfied with a submitted report, the Commission is entitled to ask the Contractor to take any necessary remedial actions to comply with its obligations as stated in this Contract. The Commission shall give the Contractor reasonable time to remedy the defects and submit the Revised Report(s) within the timelines set out in the sections below.

The Contractor shall submit the following Reports to the Commission:

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<td>7</td>
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6.1 WORK TASK 1: CONCEPTUAL DESIGN REPORT

The Contractor shall prepare and submit to the Commission Conceptual Design Report/Revised Conceptual Design Report regarding the completed Conceptual Design work for the installation of the Station. This report shall include:

- Review of existing infrastructure, equipment and establishments at the existing seismic station;
- Input information to the design;
- Conceptual design of the site upgrade;
- Layout diagrams with approximate dimensions;
- Brief presentation of site upgrade;
- Justifications and explanations for design solutions included in the Conceptual Design Report.

6.2 WORK TASK 2: FINAL DESIGN REPORT

The Contractor shall prepare and submit to the Commission Final Design Report after the completion of the Design. This report shall contain all the designs, plans, and drawings and any other information necessary to evaluate the design. Additionally, this report shall contain drawings and specifications of equipment enclosure(s).

In case of the subsequent discussions between the Contractor and the Commission, which lead to modifications in the design, the Contractor shall submit a Revised Final Design Report incorporating the modifications within 4 (four) weeks of the Commission’s request.

The Final Design Report/Revised Final Design Report shall include a section with all details of the permits and licensing requirements related to the Station, as well as the federal, municipal and local laws and regulations. The Contractor shall provide copies of all licenses, permits, or authorizations that have been obtained to carry out the Work.
6.3 WORK TASK 3: UPGRADE OF INFRASTRUCTURE REPORT

Within 4 (four) weeks of completion of upgrade works, the Contractor shall submit the Upgrade of Infrastructure Report to the Commission describing in details the required works at the Station undertaken by the Contractor. The report shall be comprehensive, and include, but not be limited to, the following information:

- A summary of work, including a description of the completion of all sub-tasks related to the site preparation and construction;
- Pictures of each stage of the upgrade work, including borehole enclosure, CRF and cable lines;
- A report on the seismometer borehole re-casing, including information of the final depth of the borehole. Proof of the verticality and measurement methods must be included in the report;
- Description and pictures of grounding and lightning protection system;
- Final measured coordinates of the borehole location in WGS84 coordinate system with absolute accuracy to 100 meters;
- The elevations of the seismic site to within 20 m;
- A description of improvements at the CRF at the Station related to operation of the IMS;
- A report of the power system installation including all required tests signed by authorized authorities;
- A description of the access road repair.

During the implementation of the Work Task 3, an inspection visit can be carried out by the technical representatives of the Commission. A representative from the SMS and the Commission’s Equipment Supplier may participate in this inspection to confirm that the Station is ready for installation of the Commission’s equipment.

If changes are necessary, the Contractor shall re-submit the report including clarifications to the Commission for approval within 4 (four) weeks of the Commission’s request. Work Task 3 shall be considered completed upon the approval by the Commission of the Upgrade of Infrastructure Report/Revised Upgrade of Infrastructure Report.

6.4 FINAL REPORT

Within 4 (four) weeks after completion of all tasks referred to in Section 4 except Initial Testing, the Contractor shall prepare and submit to the Commission a Final Report.

The Final Report shall include a fully detailed description of the Work completed in accordance with Section 4.4 above. The Final Report shall contain a separate section “Station Specific Documentation”, prepared in accordance with Attachment B to the ToR.

If the Commission, after the review of the Final Report, requires further information and/or more detailed description of actions taken, the Commission will inform the Contractor to revise the Final Report to include such additional information and/or a more detailed description of the remedial actions, and submit Revised Final Report to the Commission within 4 (four) weeks of the instruction for review and acceptance.
6.5 INITIAL TESTING MONTHLY REPORTS

During the Initial Testing period, the Contractor shall submit monthly reports for the Initial Testing activities, including copies of the logs and readings taken as a part of this work, invoices for consumables and description of any problem with the Station.

6.6 REPORT FOR OPTIONAL (MISCELLANEOUS) WORK

If requested by the Commission, the Contractor shall submit a Report for Optional (Miscellaneous) Work, in accordance with Section 5 of the ToR.

7. WORK SCHEDULE

- Task 1 shall be completed within 1 month after the signature of the Contract.
- Task 2 shall be completed within 1 month after the acceptance by the Commission of the Conceptual Design Report/Revised Conceptual Design Report.
- Task 3 shall be completed within 1 month after acceptance by the Commission of the Final Design Report/Agreed Final Design Report.
- Task 4 shall be completed within 3 months after the acceptance of the Final Report/Revised Final Report.
- Task 5 shall be completed no later than 6 (six) months after the commencement date of the Initial Testing period or by the extended completion date of the Initial Testing period. Under this task, the Contractor shall provide monthly reports for the Station as stated in Section 6.5 above.

8. LIST OF ATTACHMENTS

- Attachment A: CTBTO / IMS Earthing and Lightning Protection Minimum Standard
- Attachment B: Station Specific Documentation Guidelines
- Attachment C: Special Instructions for Contracts - IMS stations operated by the SMS of MoD RF
9. FIGURES

**Figure 1.** Station’s location in respect to Bilinbino town

**Figure 2.** Detailed view of the Station’s location. The red line shows 450 m outdoor cable tray line to be constructed.
Figure 3. Borehole enclosure

Figure 4. Borehole enclosure gate
Figure 5. Existing outdoor cable tray line