REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2021-0093/APYLOV
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn: Phone: +43 (1) 26030-6350
Fax: procurement@ctbto.org
Email:

Date: 19 Aug 21

Subject: Upgrade of fences at IMS Stations PS33/IS46 Zalesovo, PS37/IS45 Ussuriysk, and PS36/IS44 Petropavlovsk-Kamchatskiy, Russian Federation

Deadline for Submission: 24 Sep 21
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 documents.

Lot 1 - Upgrade of fence at IMS Stations PS33/IS46 Zalesovo, Russia
Lot 2 - Upgrade of fence at IMS Stations PS37/IS45 Ussuriysk, Russia
Lot 3 - Upgrade of fence at IMS Stations PS36/IS44 Petropavlovsk-Kamchatskiy, Russia

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 LINLEY
Chief, Procurement Section
# ACKNOWLEDGEMENT FORM

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2021-0093</th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
<td>Upgrade of fence at IMS stations PS33/IS46 Zalesovo, PS37/IS45 Ussuriysk, and PS36/IS44, Petropavlovsk-Kamchatskiy,</td>
</tr>
<tr>
<td>Closing Date:</td>
<td>24 Sep 21</td>
</tr>
<tr>
<td>Vienna Local Time:</td>
<td>17:00</td>
</tr>
<tr>
<td>Procurement Staff:</td>
<td>Bugubai Apylov</td>
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<tr>
<td>CTBTO Req. No.:</td>
<td>0010018264</td>
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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

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**A: We shall submit our proposal**

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**B: We may submit and will advise**

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<td>______________________</td>
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<tr>
<td>(date)</td>
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**C: We will not submit a proposal for the following reason(s)**

- 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) ______________________

<table>
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<tr>
<th>Company Name:</th>
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<tr>
<td>Contact Name:</td>
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<td>Email/Tel:</td>
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INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

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 Bidder may submit a Proposal for individual Lots or for all 3 (three) Lots.

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 States Signatories;
(f) Model Contract for Minor Services and Works;
(g) Annex A: Commission’s General Conditions of Contract;
(h) Annex B: Terms of Reference PS33/IS46 Zalesovo (Lot 1);
(i) Annex B: Terms of Reference PS37/IS45 Ussuriysk (Lot 2);
(j) Annex B: Terms of Reference PS36/IS44 Petropavlovsk-Kamchatskiy (Lot 3).

Note: In the event of award, the Proposal will be incorporated as Annex C 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]
The Proposal shall include:

- Technical Proposal;
- Financial Proposal without prices;
- Financial Proposal with prices.

5. Closing Date

(a) It should be noted that the Proposal shall be submitted only electronically to the Commission’s e-mail address: sealed_bids@ctbto.org (note that there is an underscore “_” between “sealed” and “bids”), as described in the attached "PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS".

(b) The Proposal shall be received not later than the closing date indicated in the Letter of Invitation. The Proposals received later than the Closing Date and time indicated in the Letter of Invitation shall be declared “late” and left unopened.

6. Contacting the Commission

For RFP clarifications 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 7(seven) 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 Clauses 10 and 11 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 in 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 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 – Licenses and Personnel**
The Proposal shall include:

(a) Copies of necessary licences allowing to conduct the Work;
(b) 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 key staff to work under the Project (ex. Project Manager/Engineer).

**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 – 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 outlined in the Terms of Reference.
Section 6 – 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.

Section 7 – Acceptance of the 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.

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 in 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.

The Bidder shall indicate the total price of the Proposal per Lot. In the event, the Bidder submits the Proposals for 2 or 3 Lots, the Bidder may indicate if a discount can be given in case of contract award for 2 or 3 Lots.

Section 2 – Cost Breakdown
The Financial Proposal shall provide the detailed prices related to each Work Task referred to in the Terms of Reference:

Design and Documentation
(a) Cost of services (please provide the person-day rates, etc.) per each activity;
(b) Travel costs (optional), associated with the work (please provide the details);
(c) Documentation and Reporting;

Task 1
(a) Please provide a breakdown of costs per each activity or expense;

Task 2
(b) Please provide a breakdown of costs per each activity or expense;

Task 3
(c) Please provide a breakdown of costs per each activity or expense;

Task 4
(d) Please provide a breakdown of costs per each activity or expense;

Task 5
(e) Please provide a breakdown of costs per each activity or expense;
Task 6
(f) Please provide a breakdown of costs per each activity or expense;

Task 7
(g) Please provide a breakdown of costs per each activity or expense;

Documentation, Plans and Reports
(h) Please provide a breakdown of costs per each activity or expense;

Other Costs
(i) Insurance;
(j) Warranty;
(k) 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 Schedule
The suggested payment schedule shall be included in 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 4 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 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 one:

(i) 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) where rectification 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 undertaken in accordance with the following evaluation criteria:

<table>
<thead>
<tr>
<th>Criteria in accordance with the Terms of Reference (TOR)</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Supplier's qualification (Para 9, Part I “Tech. Proposal”, Section 3 of Instructions)</td>
<td>5%</td>
</tr>
<tr>
<td>2. Scope of Work (Section 2.1, Section 3 of TOR)</td>
<td>5%</td>
</tr>
<tr>
<td>3. Design and Documentation (Section 2.2 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>4. Ability to acceptably complete Task 1 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>5. Ability to acceptably complete Task 2 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>6. Ability to acceptably complete Task 3 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>7. Ability to acceptably complete Task 4 (Section 2.3 of TOR)</td>
<td>10%</td>
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<tr>
<td>8. Ability to acceptably complete Task 5 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>9. Ability to acceptably complete Task 6 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>10. Ability to acceptably complete Task 7 (Section 2.3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td>11. Acceptable delivery time and submission of reports (Section 3 of TOR)</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Overall Technical Score</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

**Minimum Threshold for 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 each Lot.

(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.
Attachment to RFP Instructions

PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES

Given the current logistics restrictions at the Vienna International Centre as a result of the COVID-19 situation, the Commission invites you to submit your sealed bids in response to RFP No: 2020-0056 electronically.

Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this Tender process.

CRITICAL INFORMATION:

Create separate zip files for technical bids and financial bids (labeling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

Step 1: You provide the encryption key (password) for the Technical Bid only (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Bids, if your Technical Bid is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Bid you have already submitted by the Tender Deadline.

Should you have any questions, please send an email to procurement @ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late bids will not be accepted.

INSTRUCTIONS:

In a WINDOWS environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software 7-zip, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we’ll use 7-zip as an example.
(You can download the 7-zip code for Windows at: 7-zip.org )

Creating the archives for submission

Regardless of whether the bid is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.
As an example of how to submit your bid in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the bid for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual bid.) Assuming further that you have installed the 7-zip software on the Windows system you are using. We will only go through the creation of the Technical bid component; the Financial bid component is similar.

**Figure 1 An example set of files to be submitted**

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “ >” part and a few more options appear, select the “Add to archive” option. Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the bid in question: the actual company indicator, and the actual RFP identification string. Note that it is not possible to put a slash “/” in the filename, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: add a password to the encryption (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner. Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial bids.
Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file hasn’t been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below. If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “ >” brings a few more options to light, select the SHA-1 option. A smaller dialog pops up: (see Figure 3, SHA1 below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)
If this CRC SHA function is not available by ‘right-click’ on your Windows version, you can also do this from ‘the command line’, a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:

```
certutil –hasfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1
```

where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 “hash”. You can copy-and-paste the string for use in the email (below).

**Sidebar: How to open a CMD window in Windows:**

The way to open a Command window (or ‘terminal’) depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

https://www.lifewire.com/how-to-open-command-prompt-2618089

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Bid and the Financial Bid archives as attachments. The text of the email should contain the SHA1 information for both archives.

   **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore “_” between “sealed” and “bids”). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- “SOFTCOMP-2020-2010-EDWALD-Technical Bid” the contents of which must contain the Encryption Key for the Technical Bid (the password you used when creating the Technical Bid). (Again, note the underscore between ‘bid’ and ‘keys’.)

   **SEND THIS TO:** bid_keys@ctbto.org

   **IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Bid to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Bids to the sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Bid
to the Commission if and when informed by the Commission that your Technical Bid had been evaluated as “technically acceptable”.

The Financial Bid Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission’s request, clearly marked in Subject: Encryption Key for (example):“SOFTCOMP 2020-2010 EDWALD-Financial Bid”. If your Bid is not considered “technically acceptable”, the Commission will not request an Encryption Key for your Financial Proposal, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late bids will not be accepted.
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.

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: _________________________
**VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK**

<p>| | |</p>
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<tbody>
<tr>
<td>1. Name of Company:</td>
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<td>2. Street Address:</td>
<td>3. Telephone:</td>
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<td>P.O. Box:</td>
<td>4. E-Mail:</td>
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<td>City:</td>
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<td>Zip Code:</td>
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<td>Country:</td>
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<td>6. Contact Person:</td>
<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>
<td>9. Number of Employees:</td>
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<td>10. Gross Corporate Annual Turnover (US$m)*:</td>
<td>11. Annual Export Turnover (US$m)*:</td>
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<td>12. Type of Business/Products:</td>
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<tr>
<td>Manufacturer</td>
<td>Sole Agent</td>
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<td>Other (please explain)</td>
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<td>13. Type of Business/Services/Work:</td>
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<tr>
<td>Engineering</td>
<td>Civil Work</td>
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<td>Other (please explain)</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>15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**</td>
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<tr>
<td>Organization:</td>
<td>Value in US$ Equivalent:</td>
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<tr>
<td>Organization:</td>
<td>Value in US$ Equivalent:</td>
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<tr>
<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.
17. List of Products/Services/Work offered:

<table>
<thead>
<tr>
<th>Product/Service/Work #</th>
<th>Product/Service/Work Description</th>
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18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name:   Title:   Signature:   Date:

**Bank Details**

Bank Name:

Bank Address:

**Beneficiary Details**

Beneficiary Name:  (exactly as stated on bank statements)

IBAN:  (if applicable)

Account number:

SWIFT/BIC:

ABA/Sort Code:

**Additional Details**  (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

---

* 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>
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<th>CTBTO Member States</th>
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<td>Afghanistan</td>
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<td>Antigua and Barbuda</td>
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<td>Benin</td>
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<td>Bolivia (Plurinational State of)</td>
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<td>Bosnia and Herzegovina</td>
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<td>Botswana</td>
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<td>Brazil</td>
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<td>Cyprus</td>
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<td>Czech Republic</td>
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<tr>
<td>Democratic Republic of the Congo</td>
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<tr>
<td>Denmark</td>
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<tr>
<td>Djibouti</td>
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</table>
MODEL CONTRACT
(SAP: _______)

between

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

and

_____________________

for

UPGRADE OF FENCE AT REMOTE SITES OF THE IMS STATIONS
_________________, THE RUSSIAN FEDERATION

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

_______ 2021
# TABLE OF CONTENTS

1. **DEFINITIONS** .................................................................................................................................................................................. 2
2. **AIM OF THE CONTRACT** ................................................................................................................................................................. 2
3. **ENTRY INTO FORCE AND DURATION OF THE CONTRACT** ........................................................................................................ 3
4. **COMMENCEMENT AND COMPLETION OF THE WORK** .................................................................................................................. 3
5. **STANDARD OF WORK** ......................................................................................................................................................................... 3
6. **RESPONSIBILITIES OF THE CONTRACTOR** ................................................................................................................................. 3
7. **WARRANTY** .......................................................................................................................................................................................... 3
8. **PERMITS, NOTICES, LAWS AND ORDINANCES** ............................................................................................................................ 3
9. **PROTECTION OF PERSONS AND PROPERTY** ............................................................................................................................... 4
10. **RESPONSIBILITIES OF THE COMMISSION** ............................................................................................................................... 5
11. **CONTRACT PRICE** .............................................................................................................................................................................. 5
12. **PAYMENT** .......................................................................................................................................................................................... 5
13. **TEMPORARY SUSPENSION OF WORK** ............................................................................................................................................ 6
14. **DELAYS AND EXTENSION OF TIME** .............................................................................................................................................. 6
15. **CONTRACTOR’S CLAIMS AND REMEDIES** ................................................................................................................................... 6
16. **ENTIRE AGREEMENT** .......................................................................................................................................................................... 7
17. **DISCREPANCIES** ................................................................................................................................................................................ 7
18. **SEVERABILITY** .................................................................................................................................................................................... 7
19. **NO WAIVER** ....................................................................................................................................................................................... 7
20. **CONTRACT AMENDMENT** ................................................................................................................................................................. 7
21. **TRANSMISSION OF NOTICES AND OTHER DOCUMENTS** ....................................................................................................... 7
22. **EFFECTIVENESS** .................................................................................................................................................................................. 8

**SIGNATURE PAGE** .................................................................................................................................................................................. 9

**LIST OF ANNEXES** ................................................................................................................................................................................. 10
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 (hereinafter referred to as the “Contractor”), having its registered office located at ____________________, hereinafter, the Commission and the Contractor are collectively referred to as the “Parties” and individually as a “Party”.

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 as 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 fence at IMS ______ ________, 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 mutually agree as follows:
1. DEFINITIONS

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

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

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

“Annex C” means the Contractor’s Proposal (Technical and Financial Proposals dated ____).

“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 20 below.

“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.

“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.

“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.

“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

2. AIM OF THE CONTRACT

The aim of this Contract is to upgrade the fence at IMS Station ________. the Russian Federation (hereinafter referred to as the “Work”) for the Commission.
3. **ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the “Effective Date”) and it shall remain in force until the Parties fulfill all their obligations hereunder.

4. **COMMENCEMENT AND COMPLETION OF THE WORK**

The Contractor shall commence the Work on the Effective Date. The Work shall be completed not later than __________.

5. **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 perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

6. **RESPONSIBILITIES OF THE CONTRACTOR**

(a) The Contractor shall provide the Work described in Annexes B and C.

(b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

7. **WARRANTY**

The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.

8. **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 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.
9. 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 on the Commission’s premises 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 the Commission’s premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and

(iii) other property on the Commission’s premises or adjacent thereto.

(c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and 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 the 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 on the Commission’s premises 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 sub-Clause (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 sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of 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 A.
10. 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 are carried out in accordance with Annexes B and C, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

11. CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, a firm fixed price of ___________________________ hereinafter referred to as the “Contract Price”.

(b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.

(c) 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.

(d) No Taxes are applicable under this Contract.

12. PAYMENT

(a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:

(i) Upon acceptance by the Commission of __________, as referred to in Section ___ of Annex B, the Commission shall pay the Contractor the amount of ___________________________;

(ii) Upon acceptance by the Commission of __________, as referred to in Section ___ of Annex B, the Commission shall pay the Contractor the amount of ___________________________;

(iii) Upon acceptance by the Commission of __________, as referred to in Section ___ of Annex B, the Commission shall pay the Contractor the amount of ___________________________;

(iv) etc. . .

(b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per sub-Clause 12 (d) below. All payments shall be
made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that
the Work has been satisfactorily completed and has been accepted by the Commission.

(c) 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.

(d) 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 Clause 21 below. 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. All bank charges and fees of the
Contractor’s bank, including its correspondent banks, shall be borne by the Contractor.

13. 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.

14. 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 any of its employees, or by any other contractor
employed by the Commission, or by changes in the Work ordered by the Commission,
or by 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 with Clause
20 below for such reasonable time as the Commission may determine.

(b) Any request for extension of the time for reasons referred to in sub-Clause 14 (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.

15. 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 overheads, 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.
16. ENTIRE AGREEMENT

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. Annexes A to C shall constitute integral parts of this Contract and shall be of full force and effect.

17. 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 precedence in the following order:

(i) this document;
(ii) General Conditions of Contract (Annex A);
(iv) Terms of Reference (Annex B);
(iv) Contractor’s Proposal (Annex C).

18. 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.

19. 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.

20. 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 Parties.

21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address or email address as the Party may substitute by notice after the date of the Contract):

(a) The Commission:

For Contractual Issues:

Chief, Procurement Section
CTBTO, Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
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

(b) The Contractor:

__________
__________
__________

22. 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 electronic communication, when retrievable by the Commission in document form.

(b) A communication given under sub-Clause 22 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.
IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

__________________________________________________________

__________________________________________________________

Date: __________________ Place: Vienna, Austria

For and on behalf of __________:

__________________________________________________________

__________________________________________________________

Date: __________________ Place: ____________
LIST OF ANNEXES

ANNEX A: THE COMMISSION’S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION’S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR’S PROPOSAL
ANNEX A

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, 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 Contractor 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. A x B x C cm, E m3, D Kg.) and shall be marked as follows:

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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 B

TERMS OF REFERENCE

UPGRADE OF FENCE AT REMOTE SITES OF IMS STATIONS
PS33/IS46, ZALESOVO, RUSSIAN FEDERATION

TABLE OF CONTENTS

1. BACKGROUND ............................................................................................................................... 2
   1.1 Purpose of the Project .................................................................................................................. 2
   1.2 SMS ........................................................................................................................................ 2
2. SCOPE OF WORK .......................................................................................................................... 3
   2.1 Scope of Work ........................................................................................................................... 3
   2.2 Design and Documentation ....................................................................................................... 3
   2.3 Work Tasks for upgrade of fences ............................................................................................ 3
3. OTHER REQUIREMENTS ............................................................................................................... 6
   3.1 Quality .................................................................................................................................... 6
   3.2 Life expectancy ........................................................................................................................ 6
   3.3 Inspections ............................................................................................................................... 6
   3.4 Supplier’s Performance Review ............................................................................................... 6
4. DOCUMENTATION, PLANS AND REPORTS ........................................................................... 6
   4.1 Design Report/Revised Design Report ..................................................................................... 7
   4.2 Equipment Purchase Report .................................................................................................... 7
   4.3 Final Report/Revised Final Report ........................................................................................ 7
   Attachment 1 - Layout of PS33 ..................................................................................................... 8
   Attachment 2 - Proposed scheme of the fence ............................................................................. 9
   Attachment 3 - Warning signs (information plates, type 1) .......................................................... 10
   Attachment 4 - Warning signs (information plates, type 2) ......................................................... 11
   Attachment 5 - List of remote sites and dimensions for fencing .................................................. 12
   Attachment 6 – Special Instructions for Contracts - IMS stations operated by the SMS of MoD RF. 13
1. BACKGROUND

1.1 Purpose of the Project
The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) intends to engage a contractor (the “Contractor”) to provide goods and services for upgrade of the fence (the “Work”) at the remote sites of the co-located IMS seismic station PS33 and infrasound station IS46 (the “Station” or the “Stations”) in accordance with these Terms of Reference (the “ToR”). The Stations are located about 7 km to the south-east of the village of Zalesovo, Altai Region, Russia.

These ToR define the technical requirements and framework of all related activities of the Work, which shall be carried out by the Contractor.

The Contractor shall dismantle and dispose of the old fence, prepare and finalise designs for fencing, supply and install fence and gates at the remote sites of the Stations:

- Seismic station PS33 – 9 fenced areas
- Infrasound station IS46 – 4 fenced areas

Layout of the Station is presented in Attachment 1.

1.2 SMS
Also, the Contractor shall be required to coordinate the Work with the Special Monitoring Service (SMS) of the Ministry of Defense (MoD). 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 a number of auxiliary seismic stations in the Russian Federation.

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, verify of all documents related to the project, monitor, review and accept the reports and works for the upgrade of the fence of the Stations, as well as to confirm whether the works have been performed in conformance with the national and local rules and regulations.
2. SCOPE OF WORK

2.1 Scope of Work

The Work includes the following:
(a) Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations;
(b) Dismantling of the existing fence at the remote sites of the Stations and disposal of the fences;
(c) Earth works for preparation of installation of new fence at the remote sites of the Stations;
(d) Installation of new fence with gates at the remote sites of the Stations;
(e) Installation and connection of grounding conductors to the new fence at the remote sites of the Stations (2-3 grounding conductors at each remote site);
(f) Fabrication and installation of information (warning) signs (plates) on the fence at each site;
(g) Upon completion of the work, cleaning and removing of all debris at the surrounding areas at the remote sites.

The Contractor shall perform the Work in order to minimize the Stations’ downtime.

2.2 Design and Documentation

The Contractor shall prepare the design as described below.
(a) Development of design and technical documentation for the upgrade of fences. The fence shall be designed and build in a way to withstand local climatic conditions (temperatures -35° to +35°C, frequent snowstorms in winter months and high UV exposure).
(b) Submission of the design documentation to the SMS and relevant authorities for the review and approval;
(c) Upon approval of the design, provide a copy of the final design to the Commission;
(d) Apply and obtain all required permits and licenses necessary for performing the upgrade works (if required);
(e) Submission of the documentation (time schedule, list of the Contractor’s personnel, transport and materials for access to the Stations) for review and acceptance by the SMS. Please refer to Attachment 6 to these Terms of Reference.

2.3 Work Tasks for upgrade of fences

Task 1 – Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations
The soil shall be removed from the place of grounding conductor connection to the buried elements of reinforced concrete poles of the fence and to metal elements of the fence. The
grounding conductor shall be disconnected from buried elements of the reinforced concrete pole.

**Task 2 – Dismantling and disposal of the existing fence at remote sites of the Stations**
The existing fence is made of concrete poles with barbed wire stretched between them. The Contractor shall dismantle and remove old fences at all remote sites for proper disposal.

**Task 3 – Preparation of soil for installation of the new fence at remote sites of the Stations**
The soil shall be leveled by specialized equipment for installation of a new fence. Shrubs (bushes) and young trees shall be removed from the line of fence at the distance of 1 m from the inside and outside of fence. The removed shrubs and trees shall be disposed in accordance with the local regulations.

**Task 4 – Installation of the new fence with gates at remote sites of the Stations**

(a) 1.2 m long metal piles shall be dug into the soil at the distance of at least 2.5 m from each other. Fence poles shall be installed on them by bolt connection or welding of shaped pipe. The poles shall be cemented with gravel mixture. The cement shall not be lower than M200. Fence poles shall be made of shaped pipe, 60x40 mm cross section, pipe width at least 2 mm, at least 3 m high. For gates and wicket doors the shaped pipe shall be 80x80 mm in cross section, pipe width at least 3 mm, at least 3 m high. Top of each pole shall be capped.

(b) Zinc-coated welded net of 3d type shall be stretched between the poles. The net shall be 2,030 mm high, 2,500 mm wide, at least 4 mm thick. Zinc-coated connecting clamps on bolt connections shall be used. Size of clamps for fence poles shall be 60x40 mm, for gate and wicket door poles – 80x80 mm. Bolt connections shall be safeguarded by spot welding or other means providing for reliable tamper protection to prevent removal of the net. Please refer to the general examples of the fence in Attachment 2 to these Terms of Reference.

(c) The space between the lowest point of the fence and soil shall not exceed 5 cm. If required, the soil can be covered with 20 mm thick gravel.

(d) The fence gate shall have double doors opening inward/outward as agreed with the Station personnel. The double-door gate shall be 4 m wide and 2 m high. The gate frame shall be made of shaped pipe with 50x25 mm cross section and walls at least 2mm thick, diagonal shaped pipe with 20x20 mm cross section and walls at least 2mm thick. 2 (two) latches made of rebar 16 mm in diameter shall be installed at the bottom. A central latch made of 20x40 shaped pipe with at least 2 mm thick walls shall also be installed. Weather-resistant (suitable for any kind of weather) padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the gates. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 4 (four) 140x28 mm garage joints with bearings shall be used for gate opening.
(e) The wicket door in the fence shall open inward. The wicket door shall be at least 2 m high and at least 1 m wide. The wicket frame shall be made of shaped pipe with cross section 50x25 mm and at least 2 mm thick walls, diagonal shaped pipe with cross section 20x20 mm and at least 2 mm thick walls. Weather-resistant padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the wicket door. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 2 (two) 140x28 mm garage joints with bearings shall be used for gate opening.

(f) Priming and painting of all metal fence constructions (apart from zinc-coated welded 3d net) shall be in grey colour (RAL 7047). Painting and priming shall be performed by a spray gun.

**Task 5 – Connection of grounding conductors to the new fence at the remote sites of the Stations**
Before installation of a new pole it shall be cleared of corrosion at the place of grounding conductor connection. The connection of the grounding conductor to the fence pole shall be made by welding. The place of welding shall be cleared and painted in black (grey).

In case a pole of the new fence is moved from the position of the dismantled pole to which the grounding conductor was connected, the grounding conductor shall be extended with 16 mm hot rolled steel.

**Task 6 – Fabrication and installation of information (warning) signs (plates)**
An information board “Restricted Area. No Trespassing” shall be put in the centre of all four sides of the fence at the height of 150 cm from the ground. Information signs shall be made in accordance with Attachment 3 to these Terms of Reference.

A sign with the name of the remote site shall be put to the right of the wicket door at the height of 150 cm above the ground in accordance with Attachment 4 to these Terms of Reference. The name of the remote site shall correspond to the name of the remote site as listed in Attachment 5 to these Terms of Reference.

**Task 7 – Cleaning and removing of all debris at the surrounding areas at the remote sites**
Upon completion of the work the Contractor shall clean the territory of remote sites and adjacent area and remove all the debris and construction materials for further disposal. At the time of the Work acceptance, the area of the works shall be clean from the debris and construction materials.
3. OTHER REQUIREMENTS

3.1 Quality

The Contractor shall deliver high-quality materials and workmanship. In selection of materials, the Contractor shall consider the environmental extremes typical to the region where the Station is located.

3.2 Life expectancy

Life expectancy of the fence installed by the Contractor shall be defined as the period of time during which the fence is expected to meet the requirements before a replacement is needed. Under the present Contract, the life expectancy of the fence installed by the Contractor shall be at least 15 years.

3.3 Inspections

The Commission may send its representative(s) to the Station for inspection during any stage of the Work. The purpose of the inspection will be the inspection of the purchased materials and quality of the Work and their compliance with the local norms and ToR. If the inspection reveals that any part of the Work is not in compliance with the ToR, the Commission shall instruct the Contractor to take the necessary action to remedy the defects. The period to remedy the defects shall be within two (2) weeks after the written report is provided by the inspection.

3.4 Supplier’s Performance Review

The Contractor’s performance under the Contract shall be subject to the Contractor’s performance review by the Commission. Generally, this review includes the adherence of the Contractor to the time schedule agreed between both Parties, completeness of the documentation and quality of the Contractor’s workmanship and Work. The Commission will review the Contractor’s performance after the acceptance of the Final Report/Revised Final Report by the Commission. The Commission may invite the Contractor to discuss the results of such review.

4. DOCUMENTATION, PLANS AND REPORTS

The Contractor shall ensure that all the designs, technical specifications and manuals for the fence at the remote sites of the Stations shall be kept in a safe location at the Station.

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 format. The SMS and the Commission will review these reports in written form in order to accept the completed Work Tasks by the Commission. In the event the Commission is not satisfied with the submitted report and/or plan, the Commission shall instruct the Contractor to carry out remedial action in accordance
with the Commission’s comments to the report/plan. The Contractor shall remedy the defects and re-submit the Revised Report(s) within the timelines set out in the Sections below.

4.1 Design Report/Revised Design Report

The Design Report shall be prepared by the Contractor and submitted to the SMS and the Commission not later than 4 months after the Contract is signed, providing all recommendations, designs, specifications, drawings and time schedule plan, as described in Sections 2.1 – 2.2 and 3 above.

The design, drawings and time schedule plan shall be approved by the SMS and the Commission before the commencement of the installation of the fence at the remote sites of the Stations. The Commission shall review and respond to the Design Report within 2 weeks after its receipt. Any change of the design shall be approved by the SMS and the Commission prior to the installation work.

If the Commission, after review of the Design Report requires further information and/or remedial action is necessary, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Design Report within 2 (two) weeks of the Commission’s instruction.

4.2 Equipment Purchase Report

If agreed, the Contractor shall prepare and submit to the Commission the Purchase Report within 2 weeks after the purchase of all materials and supplies for the fence installation. This Report shall contain description of purchased materials and supplies and a proof of the purchase.

This Report shall be approved by the SMS and the Commission prior to the installation work.

4.3 Final Report/Revised Final Report

Within 4 (four) weeks after completion of all tasks referred to in Section 2 above, the Contractor shall prepare and submit to the SMS and the Commission a Final Report.

The Final Report shall include a fully detailed description of the Work completed in accordance with Sections 2–3 above. The Final Report shall also contain a separate section “Fence Documentation”, prepared in accordance with Section 4.1 above and Attachment 2 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.

This Final Report/Revised Final Report shall be approved by the SMS and the Commission. The acceptance of the Final Report/Revised Final Report shall be considered the completion of the Work under this Contract.
Attachment 1 - Layout of PS33

Existing fence at the remote site of PS33 and IS46 Stations at Zalesovo, Russia
Attachment 2 - Proposed scheme of the fence

Installation of a fence at remote sites is a prerogative for ensuring safety and integrity of equipment due to remote location of the sites from residential areas and big animals (bears and others) inhabiting these regions.

The proposed type of modular fence would make it possible to:
- ensure long service life of the fence without loss of its major properties;
- avoid random intrusion into the territory of remote sites;
- allow replacement (repair) in separate sections.

These types of fences have received only positive feedback as per results of their use at various facilities on the territory of the Russian Federation.
Attachment 3 - Warning signs (information plates, type 1)

Information boards “Restricted Area. No Trespassing”

Material of the board – total colour on PCV plastic;
Thickness of the board (material) – at least 5 mm;
Size – 400x600 mm;
Background – yellow;
Letters – red;
Frame – red;
Height of letters – up to 10 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
Attachment 4 - Warning signs (information plates, type 2)

Plate with the name of remote site
Material of the plate – total color on PCV plastic;
Thickness of the plate (material) – at least 5 mm;
Size – 400х600 mm;
Background – red;
Letters – yellow;
Frame – yellow;
Emblem – emblem of the Ministry of Defense of the Russian Federation;
Height of letters and digits of the main inscription – up to 10 cm;
Height of letters and digits of other inscriptions – up to 5 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
## Attachment 5 - List of remote sites and dimensions for fencing

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of remote site</th>
<th>Fenced area at remote site</th>
<th>Length of fence in running meters</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remote site A0, A0B</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>2.</td>
<td>Remote site A1</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>3.</td>
<td>Remote site A2</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>4.</td>
<td>Remote site A3</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>5.</td>
<td>Remote site B1</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>6.</td>
<td>Remote site B2</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>7.</td>
<td>Remote site B3</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>8.</td>
<td>Remote site B4</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>9.</td>
<td>Remote site B5</td>
<td>25x25 m</td>
<td>100 Running meters</td>
</tr>
<tr>
<td>10.</td>
<td>Remote site H1</td>
<td>50x50 m</td>
<td>200 Running meters</td>
</tr>
<tr>
<td>11.</td>
<td>Remote site H2</td>
<td>50x50 m</td>
<td>200 Running meters</td>
</tr>
<tr>
<td>12.</td>
<td>Remote site H3</td>
<td>50x50 m</td>
<td>200 Running meters</td>
</tr>
<tr>
<td>13.</td>
<td>Remote site H4</td>
<td>50x50 m</td>
<td>200 Running meters</td>
</tr>
</tbody>
</table>

**PS33/IS46 TOTAL:** 1,700 running meters
1. The Contractor shall apply to the SMS authorities for obtaining/confirming site access permit for their specific personnel to enter the facility to perform the work at least 2 weeks before the scheduled visit. Passport copies of personnel designated to perform the work shall be attached to the request for the site access permit. The passport shall meet the following requirements:

- Passport page with the photo and information about the issuing authority;
- Page with address information.

2. In addition to the set of documents required for site access permit to perform the work, a Contractor shall also submit:

- An approved design of the work to be performed;
- A certified copy of self-regulatory company certificate confirming the Contractor’s specialization (in case of work associated with design of facilities and systems, construction/repair, survey and other activities affecting safety);
- A certified copy of the professional license (as required, in accordance with Federal Laws of the Russian Federation).

3. Upon review of the submitted documents, the SMS will approve/reject access of the Contractor’s personnel to the facility to perform the work.

4. In the course of work execution, the Contractor shall follow the rules and requirements of the “stay” on site and shall maintain all required safety standards. In the event of violation of the rules of “stay” at the facility, violation of labor safety or other misconduct, depending on the extent of violation or misconduct, SMS reserves the right to cancel the access for either an individual Contractor Personnel or the Contractor as a whole. In the event such incidents occur, the SMS will promptly notify the Commission and provide clarifications accordingly.

5. **Temporary Interruption of the Work:** In the event that special internal activities are conducted by the SMS, the SMS reserves the right to suspend access to the Contractor’s personnel to SMS’s facilities (if these activities are of reciprocal influence) but not for a period longer than 5 work-days in each case. The SMS will notify the Commission and the Contractor about such activities.

6. **Tax** - In accordance with the provisions of the Facility Agreement (CTBT/LEG.AGR/33); Federal Law No. 95 FZ “About grants (technical assistance)…” dated 4 May 1999; and Order of the Ministry of Foreign Affairs of the Russian Federation and Ministry of Finance of the Russian Federation; March 24, 2014 No. 3913/19n, Work under this Contract shall be exempt from tax and relevant duties levied in the Russian Federation.

7. **Tax Exemption Certificate:** In the event a Tax Exemption Certificate is required by the Contractor, the Contractor shall communicate in writing with the Commission and SMS to agree on the required procedures to be undertaken.
ANNEX B

TERMS OF REFERENCE

UPGRADE OF FENCE AT REMOTE SITES OF IMS STATIONS
PS36/IS44, PETROPAVLOVSK-KAMCHATSKII, RUSSIAN FEDERATION

TABLE OF CONTENTS

1. BACKGROUND ........................................................................................................................................3
   1.1 Purpose of the Project .........................................................................................................................3
   1.2 SMS .................................................................................................................................................3
2. SCOPE OF WORK ..................................................................................................................................4
   2.1 Scope of Work .................................................................................................................................4
   2.2 Design and Documentation ............................................................................................................4
   2.3 Work Tasks for upgrade of fences ................................................................................................4
3. OTHER REQUIREMENTS ......................................................................................................................7
   3.1 Quality .............................................................................................................................................7
   3.2 Life expectancy ...............................................................................................................................7
   3.3 Inspections .....................................................................................................................................7
   3.4 Supplier’s Performance Review ....................................................................................................7
4. DOCUMENTATION, PLANS AND REPORTS ..................................................................................7
   4.1 Design Report/Revised Design Report ...........................................................................................8
   4.2 Equipment Purchase Report ..........................................................................................................8
   4.3 Final Report/Revised Final Report ................................................................................................8
Attachment 1 - Layout of PS33................................................................................................................10
Attachment 2 - Proposed scheme of the fence .......................................................................................11
Attachment 3 - Warning signs (information plates, type 1) ..................................................................12
Attachment 4 - Warning signs (information plates, type 2) ..................................................................13
Attachment 5 - List of remote sites and dimensions for fencing .........................................................14
Attachment 6 – Special Instructions for Contracts - IMS stations operated by the SMS of MoD RF ....15
1. BACKGROUND

1.1 Purpose of the Project
The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) intends to engage a contractor (the “Contractor”) to provide goods and services for upgrade of the fence (the “Work”) at the remote sites of the co-located IMS seismic station PS36 and infrasound station IS44 (the “Station” or the “Stations”) in accordance with these Terms of Reference (the “ToR”). The Stations are located at the distance of 7 km to the west of the village of Nachiki, Elizovskiy Region, Kamchatskiy Krai, Russia.

These ToR define the technical requirements and framework of all related activities of the Work, which shall be carried out by the Contractor.

The Contractor shall dismantle and dispose of the old fence, prepare and finalise designs for fencing, supply and install fence and gates at the remote sites of the Stations:

- Seismic station PS36 – 10 fenced areas
- Infrasound station IS44 – 4 fenced areas

Layout of the Station is presented in Attachment 1.

1.2 SMS
Also, the Contractor shall be required to coordinate the Work with the Special Monitoring Service (SMS) of the Ministry of Defense (MoD). 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.

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, verify of all documents related to the project, monitor, review and accept the reports and works for the upgrade of the fence of the Stations, as well as to confirm whether the works have been performed in conformance with the national and local rules and regulations.
2. SCOPE OF WORK

2.1 Scope of Work

The Work includes the following:
(a) Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations;
(b) Dismantling of the existing fence at the remote sites of the Stations and disposal of the fences;
(c) Earth works for preparation of installation of new fence at the remote sites of the Stations;
(d) Installation of new fence with gates at the remote sites of the Stations;
(e) Installation and connection of grounding conductors to the new fence at the remote sites of the Stations (2-3 grounding conductors at each remote site);
(f) Fabrication and installation of information (warning) signs (plates) on the fence at each site;
(g) Upon completion of the work, cleaning and removing of all debris at the surrounding areas at the remote sites.

The Contractor shall perform the Work in order to minimize the Stations’ downtime.

2.2 Design and Documentation

The Contractor shall prepare the design as described below.
(a) Development of design and technical documentation for the upgrade of fences. The fence shall be designed and build in a way to withstand local climatic conditions (up to 4 m of snow, temperatures -35° to +35°C, frequent snowstorms in winter months and high UV exposure).
(b) Submission of the design documentation to the SMS and relevant authorities for the review and approval;
(c) Upon approval of the design, provide a copy of the final design to the Commission;
(d) Apply and obtain all required permits and licenses necessary for performing the upgrade works (if required);
(e) Submission of the documentation (time schedule, list of the Contractor’s personnel, transport and materials for access to the Stations) for review and acceptance by the SMS. Please refer to Attachment 6 to these Terms of Reference.

2.3 Work Tasks for upgrade of fences

Task 1 – Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations

The soil shall be removed from the place of grounding conductor connection to the buried elements of reinforced concrete poles of the fence and to metal elements of the fence. The grounding conductor shall be disconnected from buried elements of the reinforced concrete pole.
Task 2 – Dismantling and disposal of the existing fence at remote sites of the Stations
The existing fence is made of concrete poles with barbed wire stretched between them. The Contractor shall dismantle and remove old fences at all remote sites for proper disposal.

Task 3 – Preparation of soil for installation of the new fence at remote sites of the Stations
The soil shall be leveled by specialized equipment for installation of a new fence. Shrubs (bushes) and young trees shall be removed from the line of fence at the distance of 1 m from the inside and outside of fence. The removed shrubs and trees shall be disposed in accordance with the local regulations.

Task 4 – Installation of the new fence with gates at remote sites of the Stations

(a) 1.2 m long metal piles shall be dug into the soil at the distance of at least 2.5 m from each other. Fence poles shall be installed on them by bolt connection or welding of shaped pipe. The poles shall be cemented with gravel mixture. The cement shall not be lower than M200. Fence poles shall be made of shaped pipe, 60x40 mm cross section, pipe width at least 2 mm, at least 3 m high. For gates and wicket doors the shaped pipe shall be 80x80 mm in cross section, pipe width at least 3 mm, at least 3 m high. Top of each pole shall be capped.

(b) Zinc-coated welded net of 3d type shall be stretched between the poles. The net shall be 2,030 mm high, 2,500 mm wide, at least 4 mm thick. Zinc-coated connecting clamps on bolt connections shall be used. Size of clamps for fence poles shall be 60x40 mm, for gate and wicket door poles – 80x80 mm. Bolt connections shall be safeguarded by spot welding or other means providing for reliable tamper protection to prevent removal of the net. Please refer to the general examples of the fence in Attachment 2 to these Terms of Reference.

(c) The space between the lowest point of the fence and soil shall not exceed 5 cm. If required, the soil can be covered with 20 mm thick gravel.

(d) The fence gate shall have double doors opening inward/outward as agreed with the Station personnel. The double-door gate shall be 4 m wide and 2 m high. The gate frame shall be made of shaped pipe with 50x25 mm cross section and walls at least 2mm thick, diagonal shaped pipe with 20x20 mm cross section and walls at least 2mm thick. 2 (two) latches made of rebar 16 mm in diameter shall be installed at the bottom. A central latch made of 20x40 shaped pipe with at least 2 mm thick walls shall also be installed. Weather-resistant (suitable for any kind of weather) padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the gates. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 4 (four) 140x28 mm garage joints with bearings shall be used for gate opening.
(e) The wicket door in the fence shall open inward. The wicket door shall be at least 2 m high and at least 1 m wide. The wicket frame shall be made of shaped pipe with cross section 50x25 mm and at least 2 mm thick walls, diagonal shaped pipe with cross section 20x20 mm and at least 2 mm thick walls. Weather-resistant padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the wicket door. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 2 (two) 140x28 mm garage joints with bearings shall be used for gate opening.

(f) Priming and painting of all metal fence constructions (apart from zinc-coated welded 3d net) shall be in grey colour (RAL 7047). Painting and priming shall be performed by a spray gun.

Note: The Contractor shall ensure that the proposed fence type can withstand the harsh local climatic conditions (e.g. snow up to 4 m). The technical specifications of suggested fence type (points (a) to (f) above) shall serve as minimum fence requirements. Based on the climatic conditions and the minimum fence requirements, the Contractor can suggest a different fence type. Detailed technical information about the proposed fence and prove that the fence can withstand the local conditions (e.g. examples of fence installed in such or similar climatic conditions) shall be provided by the Contractor.

**Task 5 – Connection of grounding conductors to the new fence at the remote sites of the Stations**

Before installation of a new pole it shall be cleared of corrosion at the place of grounding conductor connection. The connection of the grounding conductor to the fence pole shall be made by welding. The place of welding shall be cleared and painted in black (grey).

In case a pole of the new fence is moved from the position of the dismantled pole to which the grounding conductor was connected, the grounding conductor shall be extended with 16 mm hot rolled steel.

**Task 6 – Fabrication and installation of information (warning) signs (plates)**

An information board “Restricted Area. No Trespassing” shall be put in the centre of all four sides of the fence at the height of 150 cm from the ground. Information signs shall be made in accordance with Attachment 3 to these Terms of Reference.

A sign with the name of the remote site shall be put to the right of the wicket door at the height of 150 cm above the ground in accordance with Attachment 4 to these Terms of Reference. The name of the remote site shall correspond to the name of the remote site as listed in Attachment 5 to these Terms of Reference.

**Task 7 – Cleaning and removing of all debris at the surrounding areas at the remote sites**

Upon completion of the work the Contractor shall clean the territory of remote sites and adjacent area and remove all the debris and construction materials for further disposal. At the time of the Work acceptance, the area of the works shall be clean from the debris and construction materials.
3. OTHER REQUIREMENTS

3.1 Quality

The Contractor shall deliver high-quality materials and workmanship. In selection of materials, the Contractor shall consider the environmental extremes typical to the region where the Station is located.

3.2 Life expectancy

Life expectancy of the fence installed by the Contractor shall be defined as the period of time during which the fence is expected to meet the requirements before a replacement is needed. Under the present Contract, the life expectancy of the fence installed by the Contractor shall be at least 15 years.

3.3 Inspections

The Commission may send its representative(s) to the Station for inspection during any stage of the Work. The purpose of the inspection will be the inspection of the purchased materials and quality of the Work and their compliance with the local norms and ToR. If the inspection reveals that any part of the Work is not in compliance with the ToR, the Commission shall instruct the Contractor to take the necessary action to remedy the defects. The period to remedy the defects shall be within two (2) weeks after the written report is provided by the inspection.

3.4 Supplier’s Performance Review

The Contractor’s performance under the Contract shall be subject to the Contractor’s performance review by the Commission. Generally, this review includes the adherence of the Contractor to the time schedule agreed between both Parties, completeness of the documentation and quality of the Contractor’s workmanship and Work. The Commission will review the Contractor’s performance after the acceptance of the Final Report/Revised Final Report by the Commission. The Commission may invite the Contractor to discuss the results of such review.

4. DOCUMENTATION, PLANS AND REPORTS

The Contractor shall ensure that all the designs, technical specification and manuals for the fence at the remote sites of the Stations shall be kept in a safe location at the Station.

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 format. The SMS and the Commission will review
these reports in written form in order to accept the completed Work Tasks. In the event the Commission is not satisfied with the submitted report and/or plan, the Commission shall instruct the Contractor to carry out remedial action in accordance with the Commission’s comments to the report/plan. The Contractor shall remedy the defects and re-submit the Revised Report(s) within the timelines set out in the Sections below.

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The Design Report shall be prepared by the Contractor and submitted to the SMS and the Commission not later than 4 months after the Contract is signed, providing all recommendations, designs, specifications, drawings and time schedule plan, as described in Sections 2.1 – 2.2 and 3 above.

The design, drawings and time schedule plan shall be approved by the SMS and the Commission before the commencement of the installation of the fence at the remote sites of the Stations. The Commission shall review and respond to the Design Report within 2 weeks after its receipt. Any change of the design shall be approved by the SMS and the Commission prior to the installation work.

If the Commission, after review of the Design Report requires further information and/or remedial action is necessary, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Design Report within 2 (two) weeks of the Commission’s instruction.

4.2 Equipment Purchase Report
If agreed, the Contractor shall prepare and submit to the Commission the Purchase Report within 2 weeks after the purchase of all materials and supplies for the fence installation. This Report shall contain description of purchased materials and supplies and a proof of the purchase.

This Report shall be approved by the SMS and the Commission prior to the installation work.

4.3 Final Report/Revised Final Report
Within 4 (four) weeks after completion of all tasks referred to in Section 2 above, the Contractor shall prepare and submit to the SMS and the Commission a Final Report.

The Final Report shall include a fully detailed description of the Work completed in accordance with Sections 2–3 above. The Final Report shall also contain a separate section “Fence Documentation”, prepared in accordance with Section 4.1 above and Attachment 2 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.

This Final Report/Revised Final Report shall be approved by the SMS and the Commission. The
acceptance of the Final Report/Revised Final Report shall be considered the completion of the Work under this Contract.
Attachment 1 - Layout of PS36 ans IS44

Existing fence at the remote site of PS36 and IS44 at Petropavlovsk-Kamchatskiy, Russia
Attachment 2 - Proposed scheme of the fence

Installation of a fence at remote sites is a prerogative for ensuring safety and integrity of equipment due to remote location of the sites from residential areas and big animals (bears and others) inhabiting these regions.

The proposed type of modular fence would make it possible to:
- ensure long service life of the fence without loss of its major properties;
- avoid random intrusion into the territory of remote sites;
- Modular type of fence would allow replacement (repair) in separate sections.

These types of fences have received only positive feedback as per results of their use at various facilities on the territory of the Russian Federation.
Attachment 3 - Warning signs (information plates, type 1)

Information boards “Restricted Area. No Trespassing”

Material of the board – total colour on PCV plastic;
Thickness of the board (material) – at least 5 mm;
Size – 400х600 mm;
Background – yellow;
Letters – red;
Frame – red;
Height of letters – up to 10 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
Attachment 4 - Warning signs (information plates, type 2)

Plate with the name of remote site
Material of the plate – total color on PCV plastic;
Thickness of the plate (material) – at least 5 mm;
Size – 400x600 mm;
Background – red;
Letters – yellow;
Frame – yellow;
Emblem – emblem of the Ministry of Defense of the Russian Federation;
Height of letters and digits of the main inscription – up to 10 cm;
Height of letters and digits of other inscriptions – up to 5 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
Attachment 5 - List of remote sites and dimensions for fencing

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of remote site</th>
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<th>Length of fence in running meters</th>
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<tr>
<td>1.</td>
<td>Remote site A0,A0B</td>
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<td>Remote site B5</td>
<td>25x25 m</td>
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</tr>
<tr>
<td>10.</td>
<td>Remote site S2</td>
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</tr>
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<td>Remote site H4</td>
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</table>

PS36/IS44 - TOTAL: 1,400 running meters
Attachment 6 – Special Instructions for Contracts - IMS stations operated by the SMS of MoD RF

1. The Contractor shall apply to the SMS authorities for obtaining/confirming site access permit for their specific personnel to enter the facility to perform the work at least 2 weeks before the scheduled visit. Passport copies of personnel designated to perform the work shall be attached to the request for the site access permit. The passport shall meet the following requirements:
   - Passport page with the photo and information about the issuing authority;
   - Page with address information.

2. In addition to the set of documents required for site access permit to perform the work, a Contractor shall also submit:
   - An approved design of the work to be performed;
   - A certified copy of self-regulatory company certificate confirming the Contractor’s specialization (in case of work associated with design of facilities and systems, construction/repair, survey and other activities affecting safety);
   - A certified copy of the professional license (as required, in accordance with Federal Laws of the Russian Federation).

3. Upon review of the submitted documents, the SMS will approve/reject access of the Contractor’s personnel to the facility to perform the work.

4. In the course of work execution, the Contractor shall follow the rules and requirements of the “stay” on site and shall maintain all required safety standards. In the event of violation of the rules of “stay” at the facility, violation of labor safety or other misconduct, depending on the extent of violation or misconduct, SMS reserves the right to cancel the access for either an individual Contractor Personnel or the Contractor as a whole. In the event such incidents occur, the SMS will promptly notify the Commission and provide clarifications accordingly.

5. **Temporary Interruption of the Work:** In the event that special internal activities are conducted by the SMS, the SMS reserves the right to suspend access to the Contractor’s personnel to SMS’s facilities (if these activities are of reciprocal influence) but not for a period longer than 5 work-days in each case. The SMS will notify the Commission and the Contractor about such activities.

6. **Tax** - In accordance with the provisions of the Facility Agreement ([CTBT/LEG.AGR/33]; Federal Law No. 95 FZ “About grants (technical assistance)…” dated 4 May 1999; and [Order of the Ministry of Foreign Affairs of the Russian Federation and Ministry of Finance of the Russian Federation; March 24, 2014 No. 3913/19](#)), Work under this Contract shall be exempt from tax and relevant duties levied in the Russian Federation.

7. **Tax Exemption Certificate:** In the event a Tax Exemption Certificate is required by the Contractor, the Contractor shall communicate in writing with the Commission and SMS to agree on the required procedures to be undertaken.
ANNEX B

TERMS OF REFERENCE

UPGRADE OF FENCE AT REMOTE SITES OF IMS STATIONS
PS37/IS45, USSURIYSK, RUSSIAN FEDERATION

TABLE OF CONTENTS

1. BACKGROUND ........................................................................................................................................... 2
   1.1 Purpose of the Project .......................................................................................................................... 2
   1.2 SMS ..................................................................................................................................................... 2

2. SCOPE OF WORK ....................................................................................................................................... 3
   2.1 Scope of Work ..................................................................................................................................... 3
   2.2 Design and Documentation .................................................................................................................. 3
   2.3 Work Tasks for upgrade of fences ......................................................................................................... 3

3. OTHER REQUIREMENTS .......................................................................................................................... 6
   3.1 Quality ................................................................................................................................................. 6
   3.2 Life expectancy .................................................................................................................................. 6
   3.3 Inspections .......................................................................................................................................... 6
   3.4 Supplier’s Performance Review ........................................................................................................... 6

4. DOCUMENTATION, PLANS AND REPORTS ......................................................................................... 6
   4.1 Design Report/Revised Design Report ............................................................................................... 7
   4.2 Equipment Purchase Report ............................................................................................................... 7
   4.3 Final Report/Revised Final Report ..................................................................................................... 7
   Attachment 1 - Layout of PS33 .................................................................................................................. 9
   Attachment 2 - Proposed scheme of the fence ............................................................................................ 10
   Attachment 3 - Warning signs (information plates, type 1) ......................................................................... 11
   Attachment 4 - Warning signs (information plates, type 2) ........................................................................ 12
   Attachment 5 - List of remote sites and dimensions for fencing .................................................................. 13
   Attachment 6 – Special Instructions for Contracts - IMS stations operated by the SMS of MoD RF. 14
1. BACKGROUND

1.1 Purpose of the Project
The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) intends to engage a contractor (the “Contractor”) to provide goods and services for upgrade of the fence (the “Work”) at the remote sites of the co-located IMS seismic station PS37 and infrasound station IS45 (the “Station” or the “Stations”) in accordance with these Terms of Reference (the “ToR”). The Stations are located about distance of 10 km to the north-west of the village of Grigorievka, Primorskiy Krai, Russia.

These ToR define the technical requirements and framework of all related activities of the Work, which shall be carried out by the Contractor.

The Contractor shall dismantle and dispose of the old fence, prepare and finalise designs for fencing, supply and install fence and gates at the remote sites of the Stations:

- Seismic station PS37 – 9 fenced areas
- Infrasound station IS45 – 4 fenced areas

Layout of the Station is presented in Attachment 1.

1.2 SMS
Also, the Contractor shall be required to coordinate the Work with the SMS. The Special Monitoring Service (SMS) of the Ministry of Defense (MoD) 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.

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, verify all documents related to the project, monitor, review and accept the reports and works for the upgrade of the fence of the Stations, as well as to confirm whether the works have been performed in conformance with the national and local rules and regulations.
2. SCOPE OF WORK

2.1 Scope of Work

The Work includes the following:

(a) Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations;
(b) Dismantling of the existing fence at the remote sites of the Stations and disposal of the fences;
(c) Earth works for preparation of installation of new fence at the remote sites of the Stations;
(d) Installation of new fence with gates at the remote sites of the Stations;
(e) Installation and connection of grounding conductors to the new fence at the remote sites of the Stations (2-3 grounding conductors at each remote site);
(f) Fabrication and installation of information (warning) signs (plates) on the fence at each site;
(g) Upon completion of the work, cleaning and removing of all debris at the surrounding areas at the remote sites.

The Contractor shall perform the Work in order to minimize the Stations’ downtime.

2.2 Design and Documentation

The Contractor shall prepare the design as described below.

(a) Development of design and technical documentation for the upgrade of fences. The fence shall be designed and build in a way to withstand local climatic conditions (temperatures -35° to +35°C, frequent snowstorms in winter months and high UV exposure).
(b) Submission of the design documentation to the SMS and relevant authorities for the review and approval;
(c) Upon approval of the design, provide a copy of the final design to the Commission;
(d) Apply and obtain all required permits and licenses necessary for performing the upgrade works (if required);
(e) Submission of the documentation (time schedule, list of the Contractor’s personnel, transport and materials for access to the Stations) for review and acceptance by the SMS. Please refer to Attachment 6 to these Terms of Reference.

2.3 Work Tasks for upgrade of fences

Task 1 – Disconnection of grounding conductors from the dismantled fence at the remote sites of the Stations

The soil shall be removed from the place of grounding conductor connection to the buried elements of reinforced concrete poles of the fence and to metal elements of the fence. The
grounding conductor shall be disconnected from buried elements of the reinforced concrete pole.

**Task 2 – Dismantling and disposal of the existing fence at remote sites of the Stations**
The existing fence is made of concrete poles with barbed wire stretched between them. The Contractor shall dismantle and remove old fences at all remote sites for proper disposal.

**Task 3 – Preparation of soil for installation of the new fence at remote sites of the Stations**
The soil shall be leveled by specialized equipment for installation of a new fence. Shrubs (bushes) and young trees shall be removed from the line of fence at the distance of 1 m from the inside and outside of fence. The removed shrubs and trees shall be disposed in accordance with the local regulations.

**Task 4 – Installation of the new fence with gates at remote sites of the Stations**

(a) 1.2 m long metal piles shall be dug into the soil at the distance of at least 2.5 m from each other. Fence poles shall be installed on them by bolt connection or welding of shaped pipe. The poles shall be cemented with gravel mixture. The cement shall not be lower than M200. Fence poles shall be made of shaped pipe, 60x40 mm cross section, pipe width at least 2 mm, at least 3 m high. For gates and wicket doors the shaped pipe shall be 80x80 mm in cross section, pipe width at least 3 mm, at least 3 m high. Top of each pole shall be capped.

(b) Zinc-coated welded net of 3d type shall be stretched between the poles. The net shall be 2,030 mm high, 2,500 mm wide, at least 4 mm thick. Zinc-coated connecting clamps on bolt connections shall be used. Size of clamps for fence poles shall be 60x40 mm, for gate and wicket door poles – 80x80 mm. Bolt connections shall be safeguarded by spot welding or other means providing for reliable tamper protection to prevent removal of the net. Please refer to the general examples of the fence in Attachment 2 to these Terms of Reference.

(c) The space between the lowest point of the fence and soil shall not exceed 5 cm. If required, the soil can be covered with 20 mm thick gravel.

(d) The fence gate shall have double doors opening inward/outward as agreed with the Station personnel. The double-door gate shall be 4 m wide and 2 m high. The gate frame shall be made of shaped pipe with 50x25 mm cross section and walls at least 2mm thick, diagonal shaped pipe with 20x20 mm cross section and walls at least 2mm thick. 2 (two) latches made of rebar 16 mm in diameter shall be installed at the bottom. A central latch made of 20x40 shaped pipe with at least 2 mm thick walls shall also be installed. Weather-resistant (suitable for any kind of weather) padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the gates. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 4 (four) 140x28 mm garage joints with bearings shall be used for gate opening.
(e) The wicket door in the fence shall open inward. The wicket door shall be at least 2 m high and at least 1 m wide. The wicket frame shall be made of shaped pipe with cross section 50x25 mm and at least 2 mm thick walls, diagonal shaped pipe with cross section 20x20 mm and at least 2 mm thick walls. Weather-resistant padlock with automatic locking capability and waterproof polymer coating shall be provided for closing the wicket door. At least 3 sets of keys shall be provided. Zinc-coated welded net of 3d type shall be stretched on the poles. At least 2 (two) 140x28 mm garage joints with bearings shall be used for gate opening.

(f) Priming and painting of all metal fence constructions (apart from zinc-coated welded 3d net) shall be in grey colour (RAL 7047). Painting and priming shall be performed by a spray gun.

Task 5 – Connection of grounding conductors to the new fence at the remote sites of the Stations

Before installation of a new pole it shall be cleared of corrosion at the place of grounding conductor connection. The connection of the grounding conductor to the fence pole shall be made by welding. The place of welding shall be cleared and painted in black (grey).

In case a pole of the new fence is moved from the position of the dismantled pole to which the grounding conductor was connected, the grounding conductor shall be extended with 16 mm hot rolled steel.

Task 6 – Fabrication and installation of information (warning) signs (plates)

An information board “Restricted Area. No Trespassing” shall be put in the centre of all four sides of the fence at the height of 150 cm from the ground. Information signs shall be made in accordance with Attachment 3 to these Terms of Reference.

A sign with the name of the remote site shall be put to the right of the wicket door at the height of 150 cm above the ground in accordance with Attachment 4 to these Terms of Reference. The name of the remote site shall correspond to the name of the remote site as listed in Attachment 5 to these Terms of Reference.

Task 7 – Cleaning and removing of all debris at the surrounding areas at the remote sites

Upon completion of the work the Contractor shall clean the territory of remote sites and adjacent area and remove all the debris and construction materials for further disposal. At the time of the Work acceptance, the area of the works shall be clean from the debris and construction materials.
3. OTHER REQUIREMENTS

3.1 Quality

The Contractor shall deliver high-quality materials and workmanship. In selection of materials, the Contractor shall consider the environmental extremes typical to the region where the Station is located.

3.2 Life expectancy

Life expectancy of the fence installed by the Contractor shall be defined as a period of time during which the fence is expected to meet the requirements before a replacement is needed. Under the present Contract, the life expectancy of the fence installed by the Contractor shall be at least 15 years.

3.3 Inspections

The Commission may send its representative(s) to the Station for inspection during any stage of the Work. The purpose of the inspection will be the inspection of the purchased materials and quality of the Work and their compliance with the local norms and ToR. If the inspection reveals that any part of the Work is not in compliance with the ToR, the Commission shall instruct the Contractor to take the necessary action to remedy the defects. The period to remedy the defects shall be within two (2) weeks after the written report is provided by the inspection.

3.4 Supplier’s Performance Review

The Contractor’s performance under the Contract shall be subject to the Contractor’s performance review by the Commission. Generally, this review includes the adherence of the Contractor to the time schedule agreed between both Parties, completeness of the documentation and quality of the Contractor’s workmanship and Work. The Commission will review the Contractor’s performance after the acceptance of the Final Report/Revised Final Report by the Commission. The Commission may invite the Contractor to discuss the results of such review.

4. DOCUMENTATION, PLANS AND REPORTS

The Contractor shall ensure that all the designs, technical specification and manuals for the fence at the remote sites of the Stations shall be kept in a safe location at the Station.

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 format. The SMS and the Commission will review these reports in written form in order to accept the completed Work Tasks by the Commission. In the event the Commission is not satisfied with the submitted report and/or plan, the Commission shall instruct the Contractor to carry out remedial action in accordance
with the Commission’s comments to the report/plan. The Contractor shall remedy the defects and re-submit the Revised Report(s) within the timelines set out in the Sections below.

### 4.1 Design Report/Revised Design Report

The Design Report shall be prepared by the Contractor and submitted to the SMS and the Commission not later than 4 months after the Contract is signed, providing all recommendations, designs, specifications, drawings and time schedule plan, as described in Sections 2.1 – 2.2 and 3 above.

The design, drawings and time schedule plan shall be approved by the SMS and the Commission before the commencement of the installation of the fence at the remote sites of the Stations. The Commission shall review and respond to the Design Report within 2 weeks after its receipt. Any change of the design shall be approved by the SMS and the Commission prior to the installation work.

If the Commission, after review of the Design Report requires further information and/or remedial action is necessary, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Design Report within 2 (two) weeks of the Commission’s instruction.

### 4.2 Equipment Purchase Report

If agreed, the Contractor shall prepare and submit to the Commission the Purchase Report within 2 weeks after the purchase of all materials and supplies for the fence installation. This Report shall contain description of purchased materials and supplies and a proof of the purchase.

This Report shall be approved by the SMS and the Commission prior to the installation work.

### 4.3 Final Report/Revised Final Report

Within 4 (four) weeks after completion of all tasks referred to in Section 2 above, the Contractor shall prepare and submit to the SMS and the Commission a Final Report.

The Final Report shall include a fully detailed description of the Work completed in accordance with Sections 2–3 above. The Final Report shall also contain a separate section “Fence Documentation”, prepared in accordance with Section 4.1 above and Attachment 2 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.

This Final Report/Revised Final Report shall be approved by the SMS and the Commission. The acceptance of the Final Report/Revised Final Report shall be considered the completion of the Work under this Contract.
Attachment 1 - Layout of PS37

Existing fence at the remote site of PS37, Ussuriysk, Russia
Installation of a fence at remote sites is a prerogative for ensuring safety and integrity of equipment due to remote location of the sites from residential areas and big animals (bears and others) inhabiting these regions.

The proposed type of modular fence would make it possible to:
- ensure long service life of the fence without loss of its major properties;
- avoid random intrusion into the territory of remote sites;
- allow replacement (repair) in separate sections.

These types of fence have received only positive feedback as per results of their use at various facilities on the territory of the Russian Federation.

**Attachment 2 - Proposed scheme of the fence**

Proposed schemes of the fence - 1

Proposed schemes of the fence - 2
Attachment 3 - Warning signs (information plates, type 1)

Information boards “Restricted Area. No Trespassing”

Material of the board – total colour on PCV plastic;
Thickness of the board (material) – at least 5 mm;
Size – 400x600 mm;
Background – yellow;
Letters – red;
Frame – red;
Height of letters – up to 10 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
Attachment 4 - Warning signs (information plates, type 2)

Plate with the name of remote site
Material of the plate – total color on PCV plastic;
Thickness of the plate (material) – at least 5 mm;
Size – 400x600 mm;
Background – red;
Letters – yellow;
Frame – yellow;
Emblem – emblem of the Ministry of Defense of the Russian Federation;
Height of letters and digits of the main inscription – up to 10 cm;
Height of letters and digits of other inscriptions – up to 5 cm;
Thickness of frame lines – 5 mm;
Font – Times New Roman.
### Attachment 5 - List of remote sites and dimensions for fencing

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<th>No.</th>
<th>Name of remote site</th>
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**PS37/IS45 TOTAL:** 1,300 running meters
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3. Upon review of the submitted documents, the SMS will approve/reject access of the Contractor’s personnel to the facility to perform the work.

4. In the course of work execution, the Contractor shall follow the rules and requirements of the “stay” on site and shall maintain all required safety standards. In the event of violation of the rules of “stay” at the facility, violation of labor safety or other misconduct, depending on the extent of violation or misconduct, SMS reserves the right to cancel the access for either an individual Contractor Personnel or the Contractor as a whole. In the event such incidents occur, the SMS will promptly notify the Commission and provide clarifications accordingly.

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