

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0124/APYLOV **BA**
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350

E-mail: procurement@ctbto.org

Attn: Managing Director

Date: 26 Jul 24

Subject: Engineering, Maintenance and Support Services for IMS Stations in the Russian Federation on call-off basis

Deadline for Submission: 23 Sep 24

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.

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

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

Yours Sincerely,



for Sally Alvarez De Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0124	Closing Date: 23 Sep 24
Title: Engineering, Maintenance and Support Services for IMS Stations in the Russian Federation on call-off basis	Vienna Local Time: 17:00

Procurement Staff: Bugubai Apylov

CTBTO Req. No.: 0010024348

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

A: We shall submit our proposal

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

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) _____

Company Name: _____
Contact Name: _____
Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

The Commission wishes to engage one or more contractors for supply of goods and services pertaining to the engineering, maintenance and support services for IMS Stations in the Russian Federation on a call-off basis.

The Commission intends to conclude a long-term agreement in the form of a call-off contract with fixed unit prices for three (3) years, with a possibility of optional extension for up to two (2) additional periods of one (1) year each, as described in the attached TOR. Any order placed under the call-off contract will be based on a Formal Request for Delivery (FRD) to be issued on an “as needed” basis by the Commission.

This Request for Proposal (RFP) is for the provision of goods and services on a call-off basis as described in the attached Terms of Reference (TOR).

The Proposal may be submitted for the whole Scope of Work (Section 4 of the Terms of Reference) or separately for each Lot (Sections 4.1 – 4.5 of the Terms of Reference).

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachment:
 - Attachment 1: Evaluation and Selection Method
 - Attachment 2: Format of Financial Proposal
 - Attachment 3: Procedure for Submission of Electronic Offers in 2 Sealed Files
- (c) Statement of Confirmation
- (d) Bidder’s Statement
- (e) Vendor Profile Form
- (f) The Commission’s Model Contract and its Annexes A – B:
 - o The Commission’s General Conditions of Contract (Annex A);
 - o The Commission’s Terms of Reference and its Attachments (Annex B)

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

3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposals, the Commission may, for any reason, modify the RFP documents by 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. Language of the Proposal

The Proposal and all correspondence and documents relating to it shall be in English.

5. Format and Submission of the Proposal

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.

The Proposal shall be prepared in **three separate pdf files**, one containing a Technical Proposal, one containing a Financial Proposal *with* prices, and one containing a Financial Proposal *without* prices.

No pricing/financial information shall be included in the Technical Proposal. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Proposal.

The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES” (please refer to Attachment 2).

The Proposal shall be received not later than the closing date indicated in the Letter of Invitation. The subject of the email shall contain the following:

NAME OF THE PROJECT: [Description indicated in Letter of Invitation]
CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications if required. 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 5 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: RFP No. 2024-0124 – Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 4 business days prior to the Closing Date.

Except in the case of responding to an RFP clarification, no bidder shall contact the Commission on any matter relating to this RFP and the Proposal after its submission and until the award of the 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 and services (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), a list of which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications](#)

[| CTBTO](#). 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 wishes to engage a contractor for this project based on firm-fixed price in accordance with the attached Model Contract on call-off basis. The terms and conditions of payment for the work are described in Clause 12 of the attached Model Contract.

9. Preparation of the Proposal

The Proposal shall contain, but not necessarily be limited to, the information described below.

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**
- III. **Financial Proposal without prices**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

Section 1 – Statement of Confirmation, Bidder’s Statement and Vendor Profile Form

The attached Statement of Confirmation, Bidder’s Statement and Vendor Profile Form shall be duly signed and submitted together with the Proposal.

Section 2 – Eligibility, Qualifications and Capability of the bidder

The Proposal shall include the following concerning the bidder’s qualifications and capability:

- (a) Copy of the company’s Certificate of State Registration (preferably with English translation);
- (b) Copy of the Extract from the Common State Register of Legal Entities (preferably with English translation);
- (c) Copies of necessary licences allowing to conduct the Work;
- (d) A statement that the capacity of the bidder, in terms of qualified manpower resources, is adequate to conduct the Work.
- (e) Written confirmation that the bidder has obtained or will obtain from the Station Operator required permits and security clearance (including land-use rights) for access to the Station with the sole purpose of performing the Work as set out in the Terms of Reference. The permits and clearance from the Station Operator shall be obtained prior to the commencement of the works. The description of the security clearance procedure is provided in Attachment 2 to Annex B “Terms of Reference”.

Section 3 – Scope of Work

The bidder may submit its Technical Proposal for one or more Lots described in the Terms of Reference.

The Proposal shall include a brief description on how the bidder will perform the Work in accordance with the Lot(s) and brief overall plan for the execution of the tasks described in the Lot(s) of 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 4 – Point of Contact and Personnel

Point of Contact

The Proposal shall state the contact details and legal address (name, telephone and fax numbers, and e-mail address) of the person (point of contact) in your company dealing with this RFP.

Personnel

The Proposal shall include a list of capable and experienced personnel, including their function, duration of assignment, curriculum vitae of key personnel proposed to perform the Work.

Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Quotations:

A 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 Quotation 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

Section 5 – 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. You shall provide a statement that your organization shall be fully responsible for the performance of your sub-contractors. All sub-contractors shall be legally established in one of the CTBT States Signatories, a list of which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#).

Section 6 – Model Contract

The bidder shall provide the necessary information required for the preparation of the Contract, such as registered name and address of the organization, the name and position of the legal representative authorized to sign the contract on behalf of the organisation.

Section 7 – Time Schedule

The Proposal shall contain a bar chart indicating an estimation of the duration of the work required by the Terms of Reference. Delivery time shall be indicated in weeks after receipt of an order and shall be firm from the submission of the Proposal until conclusion of the Contract.

Section 8 – Insurance

Insurance to be included in the Proposal must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

PART II: FINANCIAL PROPOSAL

Provide a statement attesting that the bidder is offering the CTBTO the most favoured customer status: "It is certified that the pricing offered does not exceed selling prices to other customers for the same or substantially similar items and/or services for comparable quantities under similar terms and conditions".

Section 1 – Quoted Prices

- (a) The Financial Proposal shall be submitted in the format set out in Attachment 2 “Format of Financial Proposal” attached hereto. Bidders shall provide all the information requested in this matrix but may provide additional related content as attachments.

This will be evaluated as part of the responsiveness of the Financial Proposal. A Proposal that fails to meet this requirement may be disqualified and not be considered for further evaluation.

- (b) The bidder shall quote firm fixed prices for equipment, systems, components, spare parts and materials in US Dollars and EURO. The quoted rates should include all overheads and ancillary expenses, unless included as firm fixed “Other Costs” or otherwise stated in Attachment 2 “Format of Financial Proposal”

Note: the estimated quantity outlined in Attachment 2 “Format of Financial Proposal” is included for evaluation purposes only and does not represent a financial commitment on behalf of the Commission.

- (c) The bidder shall quote firm fixed person-day rates in US Dollars and EURO. The quoted rates should include all overheads and ancillary expenses, unless included as firm fixed “Other Costs” or otherwise stated in Attachment 2 “Format of Financial Proposal”.

A firm fixed price shall be quoted, providing a proper breakdown of the details for equipment, materials, supplies, 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.

Note: the estimated number of person-days outlined in Attachment 2 “Format of Financial Proposal” is included for evaluation purposes only and does not represent a financial commitment on behalf of the Commission.

- (d) Estimated costs for travel based on the most economic and direct route shall be specified in the Financial Proposal. Costs for DSA shall be paid based on the UN DSA rate applicable at the time when a specific FRD is issued. Estimated costs included in the FRD will be invoiced based on actual costs against relevant supporting documentation e.g. invoices for travel, shipping, etc. and shall not exceed 10% of the estimate. Daily Subsistence Allowance (DSA) for on-site work shall be reimbursed based on the applicable United Nations DSA rate.

The Financial Proposal shall also provide the detailed prices related to each Work task referred to in the Terms of Reference:

Design Documentation

- (a) Cost of personnel (please provide the person-day rates, etc.) per each activity;
- (b) Documentation and Reporting.
- (c) Cost of sub-contractors (please provide the cost details for each item or activity);
- (d) Cost of personnel (please provide the person-day rates, etc.) per each activity;
- (e) Any other costs (please provide explanation and separate cost breakdown for each item).

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 – Taxes

In principle the Commission is exempt from taxes. “**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.

Due to the Facility Agreement concluded between the Commission and the Government of Russian Federation on 22 March 2005 which entered into force on 27 December 2006, the Commission is exempt from payment of indirect taxes and customs duties. Additionally, the Joint Executive Order No. 2872/36H dated 29 February 2012, registered by the Ministry of Foreign Affairs and the Ministry of Finance of the Russian Federation, includes the Commission as part of the list of international organizations and their agencies which carry out activities on Russian Federation territory free of value added tax.

10. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished by you 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. Correction of Errors

The Commission will check the Proposal for any 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.

13. Evaluation of Proposals

- (a) The Commission will first conduct a technical evaluation based on the criteria specified in Attachment 1 (Evaluation and Selection Method).
- (b) If the Proposal fails to meet the minimum technical requirements for any one criterion, the entire Proposal will not be considered further. Only the Financial Proposals of those

bidders that meet or exceed the minimum technical requirements of all items will be opened and evaluated for its commercial acceptability and to determine the financial score for each responsive bidder in accordance with Attachment 1. The Commission will evaluate the following:

- (i) Financial acceptability;
 - (ii) Contractual compliance.
- (c) The Commission, based on the evaluation method given in Attachment 1 (Evaluation and Selection Method). The relative weighting of each component of the Proposal is 70% for the Technical Proposal and 30% for the Financial Proposal. See Notes in Attachment 1 (Evaluation and Selection Method) and the pricing requirements in Attachment 2 (Format of Financial Proposal).
- (d) The Commission will award the Contract to the bidder who receives the highest combined score. The Commission may split the award of the Contract and award more than one Contracts to the technically acceptable bidders who receive the highest combined score in each individual work area (top bidders).

14. Negotiations of the Proposal and Award

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.

The Commission also reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

15. Modification and Withdrawal of the Proposal

Bidders may modify or withdraw their Proposals after their 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.

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 bidders of the grounds therefore, without thereby incurring any liability to the bidders.

17. Costs of preparation and submission of the Proposal

Bidders shall bear all the costs associated with the preparation and submission of their 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.

ATTACHMENT 1
EVALUATION AND SELECTION METHOD
RFP: 2024-0124
Engineering, Maintenance and Support Services for IMS Stations
in the Russian Federation on call-off basis

TABLE 1			
Eligibility criteria as set out in RFP Instructions, Section 9 “PART I: TECHNICAL PROPOSAL”			
<p>The Bidder is a Russian supplier.</p> <p>The Proposal shall include the following concerning the bidder’s qualifications and capability:</p> <ul style="list-style-type: none"> (a) Copy of the company’s Certificate of State Registration (preferably with English translation); (b) Copy of the Extract from the Common State Register of Legal Entities (preferably with English translation); (c) Copies of necessary licences allowing to conduct the Work; (d) A statement that the capacity of the bidder, in terms of qualified manpower resources, is adequate to conduct the Work. (e) Written confirmation that the bidder has obtained or will obtain from the Station Operator required permits and security clearance (including land-use rights) for access to the Station with the sole purpose of performing the Work as set out in the Terms of Reference. The description of the security clearance procedure is provided in Attachment 2 to Annex B “Terms of Reference”. 		PASS/FAIL	
Only offers of bidders meeting the above eligibility criterion will be considered for the next stage of the evaluation (quality evaluation/scoring)			
Technical Evaluation Criteria	Max Points	Weight Factor	Max Obtained Score
<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
1. General requirements (sub-paragraph 3.2 of TOR)	5	1	5
2. Understanding of Scope of Work (Section 3.1 of TOR)	5	2	10
3. Understanding of Scope of Work - LOT 1 (Section 4.1 of TOR)	5	1	5
4. Understanding of Scope of Work - LOT 2 (Section 4.2 of TOR)	5	1	5
5. Understanding of Scope of Work - LOT 3 (Section 4.3 of TOR)	5	6	30
6. Understanding of Scope of Work - LOT 4 (Section 4.4 of TOR)	5	2	10
7. Understanding of Scope of Work - LOT 5 (Section 4.5 of TOR)	5	3	15
8. Responsiveness to Reporting (Section 5 of TOR)	5	0.5	2.5
9. Responsiveness to Inspection (Sections 6 of TOR)	5	0.5	2.5
10. Responsiveness to Transportation (Section 7 of TOR)	5	0.5	2.5
11. Responsiveness to Local Laws (Sections 8 of TOR)	5	0.5	2.5
12. Ability to acceptably perform cleaning and disposal (Section 9 of TOR)	5	0.5	2.5
13. Responsiveness to Quality and Safety Standards requirements (Section 10 of TOR)	5	0.5	2.5
14. Acceptable delivery time (sub-paragraphs of Section 4 of TOR)	5	1	5
Total Obtained Points	70		100
Technical Evaluation Score		Obtained score * 70%	

Points (column 2) will be given to Technical Proposal against each the technical evaluation criteria (column 1) of Table 1 in accordance with Table 2 below.

The minimum "technically acceptable Proposal" is the Technical Proposal, which has obtained minimum 3 points against each technical evaluation criteria. If a Technical Proposal obtains less than 2 points in any technical evaluation criteria, this Proposal shall be considered as "not technically acceptable proposal", as it does not meet the minimum technical requirements and the Bidder will be excluded from the evaluation process.

A Technical Proposal, which meets the minimum evaluation criteria and in some area(s) has exceeded minimum requirements, will be assigned additional points, up to 5 points. Upon finalization of the technical evaluation, all technical scores at the technical evaluation stage will be converted according to 70% weight for technical part of evaluation.

TABLE 2	
Scoring	Points
Does not meet the minimum technical, functional, or performance related criterion. Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the requirement.	1
Meets the criterion in <i>most</i> areas but is lacking details and responsiveness in some areas of the requirement.	2
Meets the minimum acceptable requirements in all areas.	3
Meets the minimum acceptable requirements in all areas and exceeds it in <u>some</u> areas.	4
Technical Proposal exceeds the minimum level of requirements <u>in all areas</u> and adds additional technical, functional and performance related value to the proposed equipment, services or work.	5

TABLE 3
Subject to the compliancy of the Technical Proposal to the minimum technical requirements based on the technical evaluation criteria, the Financial Proposal shall be evaluated in accordance with the formula given below: $X = Y/Z * 30$
Legend X = Score of the Financial Proposal Y = Price of the lowest priced offer, which is "technically acceptable offer" Z = Price of the financial offer being evaluated

TABLE 4
Total Combined Score = Technical Evaluation Score + Financial Score
The weight of the technical and evaluation components is 70% and 30% respectively.
The Contract will be awarded to the Bidder, whose Proposal obtains the "highest total combined score" resulting from the technical and financial evaluation and subject to commercial and contractual acceptability: Any deviation submitted by the bidders to the provisions of Commission's Model Contract and General Conditions of Contract may be a factor in the Commission's contract award decision.

ATTACHMENT 2 – Format of Financial Proposal
Instructions for the Preparation and Submission of Proposals

SCOPE OF WORK	Unit	Q-ty	Total
LOT 1 (see TOR Section 4.1)			
Administrative Overhead on rent agreement(s) (Section 4.1.1 of TOR)			
Labour (repair services, FO lines) (Section 4.1.2 of TOR)		5 days	
Labour (repair services, RF communication) (Section 4.1.3 of TOR)		5 days	
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Total: LOT 1			
LOT 2 (see TOR Section 4.2)			
Administrative Overhead on rent agreement(s) (Section 4.2.1)			
Labour, maintenance services (Section 4.2.2 of TOR)		5 days	
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Total: LOT 2			
LOT 3 (see TOR Section 4.3.1)			
Labour, maintenance services (Section 4.3.1(a) of TOR)		5 days	
Labour, maintenance services (Section 4.3.1(b) of TOR)		5 days	
Labour, maintenance services (Section 4.3.1(c) of TOR)		5 days	
Administrative Overhead on rent agreement(s)			
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Other costs			
Total: LOT 3, Section 4.3.1			
LOT 3 (see TOR Section 4.3.2)			
Labour, maintenance services (Section 4.3.2 of TOR)		5 days	
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Other costs			
Total: LOT 3, Section 4.3.2			
LOT 3 (see TOR Section 4.3.3)			
Labour, maintenance services (Section 4.3.3)		5 days	
ExWorks price of Safeguard Fire Alarm System (CRF, 2 rooms*30 m2)			
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Other costs			
Total: LOT 3, Section 4.3.3			
LOT 3 (see TOR Section 4.3.4)			
Labour, maintenance services (Section 4.3.4 of TOR)		5 days	
ExWorks price of Safeguard Fire Alarm System (CRF, 2 rooms*30 m2)			
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Other costs			
Total: LOT 3, Section 4.3.4			

LOT 3 (see TOR Section 4.3.5)			
Labour, maintenance services (Section 4.3.4 of TOR)		5 days	
Bill of quantities for access road, 2,5 m * 300 m			
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Other costs			
Total: LOT 3, Section 4.3.5			
LOT 4 (see TOR Section 4.4)			
Labour, maintenance services (Section 4.4.1 of TOR)		5 days	
Price List, Attachment 3 to TOR (Section 4.4.1 of TOR)			
Other costs			
Total: LOT 4, Section 4.4			
LOT 5 (see TOR Section 4.5)			
Labour, maintenance services (Section 4.5.1 of TOR)		5 days	
Travel costs only (no DSA), IS43 (Dubna), PS35 (Peleduy)			
Total: LOT 5, Section 4.5			
Reporting			
Labour, report preparation services (Section 5 of TOR)		5 days	
Design, labour (Sub-paragraphs of Section 4.3.5)		5 days	
TOTAL			

Attachment 3

“Procedure for Submission of Electronic Offers in 2 Sealed Files”

The Commission invites you to submit your sealed offer (Bid or Proposal) in response to the solicitation forming part of this request.

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 the technical offer and financial offer (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 Offer only* (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Offer, if your Technical Offer is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Offer 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 offer will not be accepted.

INSTRUCTIONS:

1. 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)

2. In **LINUX** environment, you can use, for instance, “sha1sum” on the command line.

Creating the archives for submission

Regardless of whether the offer 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 offer in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the offer for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.) 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 Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.

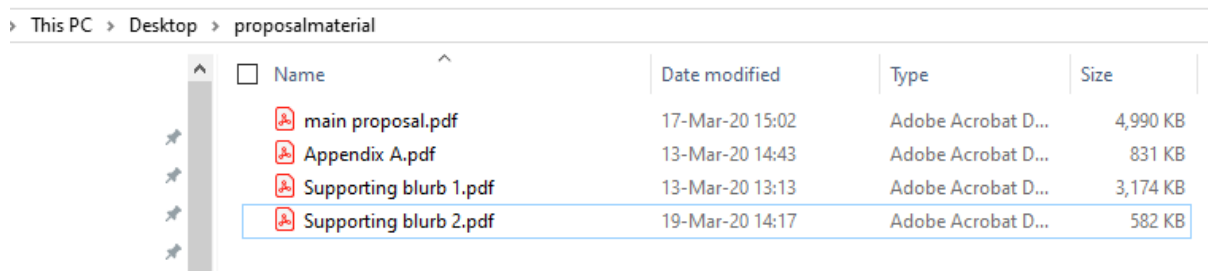


Figure 1 An example set of files to be submitted

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 offer in question: the actual company indicator, and the actual RFP/ITB 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 Proposal/Bid.

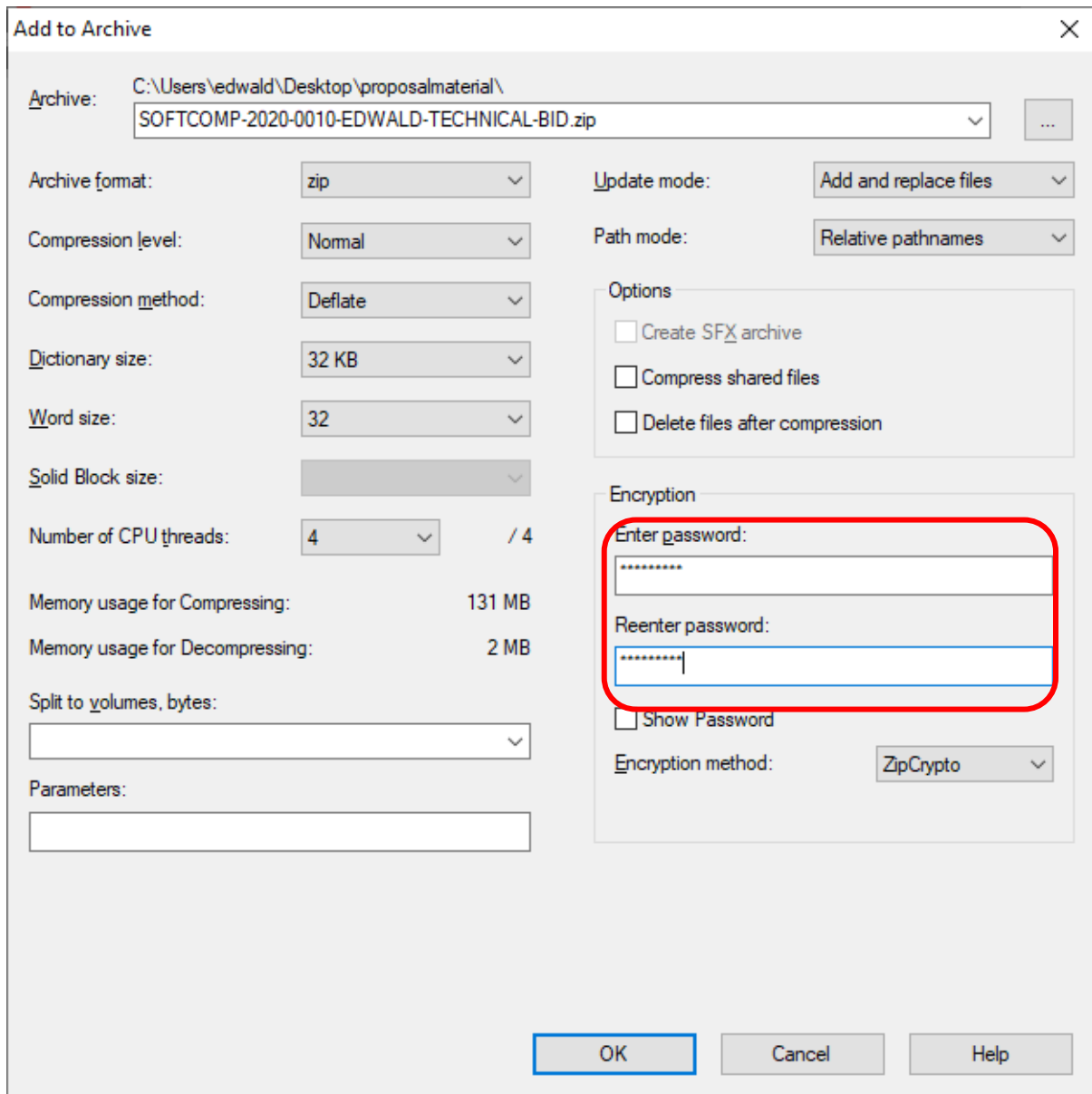


Figure 2 Creating an Archive

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.)

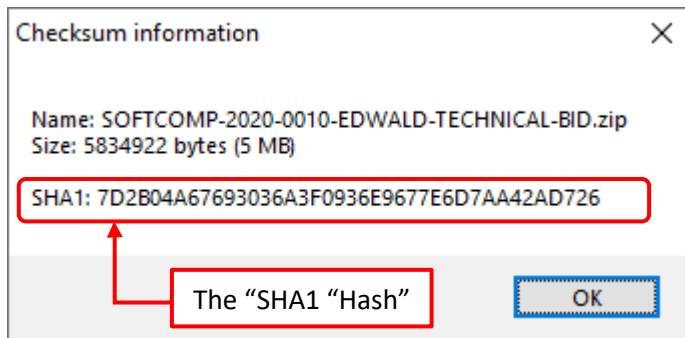


Figure 3 SHA1

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 -hashfile 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 Offer and the Financial Offer 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 Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (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 Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".

The Financial Offer 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 Offer". If your Offer is not considered "technically acceptable", the Commission will not request an Encryption Key for your Financial Offer, 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 offers will not be accepted.

BIDDER'S STATEMENT

PLEASE FILL-IN & SUBMIT WITH THE PROPOSAL

Delivery Time:

Shipping weight (kg) and Volume (m³) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):

For one-year period For a period of

Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below:

For a two-year period For a period of

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation: Yes No

Confirmation that the bidder has reviewed the Commission's Model License Agreement (if attached), the Commission's General Conditions for Goods (if attached), the Commission's General Conditions of Contract (if attached), Draft Contract (if attached), and the Special Conditions (if attached), and agreed to all terms and conditions.

Yes No

Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).

Yes No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

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

1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box: City:	4. E-Mail:	
Zip Code: Country:	5. Website:	
6. Contact Person:		Title:
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)		
8. Year Established:	9. Number of Employees:	
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Export Turnover (US\$m)*:	
12. Type of Business/Products: Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

* 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.

MODEL CALL- OFF CONTRACT

between

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

and

NAME OF CONTRACTOR

for

**ENGINEERING, MAINTENANCE AND SUPPORT SERVICES
FOR IMS STATIONS IN THE RUSSIAN FEDERATION
ON CALL-OFF BASIS**

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

[Month] [Year]

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CALL- OFF CONTRACT NO. XXXX

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, 1400 Vienna, Austria, and **[Name of Contractor]** (hereinafter referred to as the “Contractor”), having its principal office located at **[address]** (both hereinafter individually referred to as the “Party” and collectively as the “Parties”).

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;

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;

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 the Contractor to conduct engineering and maintenance work for IMS Stations located in the Russian Federation on call-off basis, and the Ministry of Defense has agreed to provide an access to the stations to the Contractor, if and when required;

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.

“**Contract**” means this document, its Annexes, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 22 (Contract Amendment) 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.

“**FRD**” means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes B and C.

“**Goods**” means the equipment items to be supplied and delivered by the Contractor under the Contract as requested by the Commission under FRDs.

“**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.

“**Services**” means services provided by the Contractor under this Contract as requested by the Commission under FRDs.

“**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.

“**Work**” means all the Goods and/or Services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

2. AIM OF THE CONTRACT

The aim of this Contract is to provide the Goods and/or Services for the [conduct of engineering, maintenance and support services for IMS Stations located in the Russian Federation on a call-off basis](#), as and when required by the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

- 3.1 The Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties and shall be valid for 3 (three) years thereafter and until the Parties fulfill all their obligations hereunder.
- 3.2 The Commission has the option, but not the obligation, to extend the Contract twice for a period of one (1) year each, subject to the availability of funds, under the same terms and conditions as those of this Contract. The optional extension will be implemented through a written notification to the Contractor by the Commission.

4. RESPONSIBILITIES OF THE CONTRACTOR

- 4.1 The Contractor shall supply the Goods and provide the Services as specified in Annex B.
- 4.2 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.

5. FORMAL REQUESTS FOR DELIVERY

5.1 General provisions

- (a) During the Contract duration the Commission will issue individual FRDs based on the firm fixed unit prices of the Goods and/or fixed unit rates for the Services reflected in Annex C, as well as estimated shipping and travel costs.
- (b) Each FRD shall be valid until its successful completion by the Contractor and acceptance by the Commission of the Work performed.
- (c) The FRD shall specify, as applicable, the required Work, Goods to be supplied and/or Services to be delivered, details of the consignee (name, address and contact information), ship-to address, shipping instructions, required delivery date and place, notification party(ies) and any other relevant information.
- (d) The Commission may revise the FRD as and when it may deem necessary.
- (e) The Commission makes no commitment under the Contract to call-off any specific quantities of Goods and/or Services specified in Annex B.
- (f) The Commission may, from time-to-time, need to purchase accessories or essential items that do not form part of the list of equipment in Annex C to the Contract. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in Annex C. The Contractor shall provide this information within seven (7) days of the Commission's request.
- (g) The Commission may issue FRDs in accordance with this Clause 5, which may include the item or items in question. Such items, which may be purchased through FRDs and which do not form part of Annex C, shall henceforth "be incorporated by reference" into the list of

prices in Annex C (hereinafter referred to as the “List of Prices”). The prices for such above mentioned items shall be firm and fixed from the date of issuance of the relevant FRD including such item(s) and henceforth remain valid in accordance with Clause 12 below and Annex C, until the expiry of the Contract.

- (h) For reconciliation purpose, within one (1) month after the date of the FRD issued with new item(s) added by reference as per paragraph (g) above, the Contractor shall prepare and submit to the Commission an updated list of items “incorporated by reference” through the relevant FRD(s).
- (i) In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.

(j) Per Diem Charges

Per diem charges, which cover lodging, meals and incidental travel expenses, shall be based on the United Nations Daily Subsistence Allowance (UN DSA) rates, unless otherwise specified by the Commission. The current UN DSA rates are publicly available in the internet and may be provided by the Commission prior to issuing a FRD upon request from the Contractor.

(k) Estimates

(i) For all other required items not addressed above, the Commission shall request the Contractor, prior to the Commission’s issuance of an FRD, to provide estimated costs for shipping, airfare, local transportation and/or any other applicable items. The Contractor shall provide such estimates within 1 (one) week from the request. The Commission, at its own discretion, will approve the inclusion of relevant items quoted by the Contractor in accordance with the specific requirements of the FRD.

(ii) Without prejudice to Clauses 23 and 24 of Annex A, if the Commission is not in agreement with the estimates provided, there will be a maximum period of negotiation of 1 (one) month.

(iii) For any of the above-mentioned estimated costs included in a FRD, at the time of payment the Contractor shall submit to the Commission supporting documentation of costs actually incurred, such as copies of air ticket, invoices, insurance policies and shipping documents, as appropriate, and the Commission will pay such costs based on the actual costs documented and up to an amount not exceeding the estimate by more than 10%.

5.2 Delivery Terms

5.2.1. Unless otherwise instructed in the FRD or authorized by the Commission in writing, the following shall apply in respect to the delivery of the Goods under the Contract:

- (a) The Contractor represents that it shall arrange for the most cost-effective means for the delivery of the Goods to the specified destinations.

- (b) Depending on the destination, the trade and shipping terms applicable under the Contract shall be door-to-door “**DAP** (delivered at place)”, based on the INCOTERMS (International Commercial Terms) 2020.
- (c) The Contractor shall be responsible for all shipping arrangements, including customs clearance and local transportation of the Goods to the final delivery address as specified in the FRD.
- (d) As soon as possible prior to effecting the shipment, the Contractor shall send to the Commission and the consignee a detailed delivery schedule and the shipping documentation, such as flight number and date, airway bill and consignment details (content, weight and dimension of the package). The FRD may require that actual shipment is effected only after an authorization from the consignee is obtained.

5.2.2. Delivery shall always be made in full in accordance with each FRD. Partial delivery (i.e. delivery not completed per each FRD) is not acceptable without prior written consent by the Commission.

5.3 Required Delivery Date

The Goods shall be received by the consignee within the required date specified in the FRD, or within a longer period, if so agreed by the Commission.

5.4 Title and Risk

Unless stipulated otherwise, title to any Goods supplied by the Contractor or provided by the Commission shall be transferred to the consignee upon the delivery of the Goods to the final destination. A note of acceptance of the Goods shall be obtained by the Contractor from the consignee.

6. STANDARD OF WORK

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

7. INSURANCE

7.1 The Contractor shall provide appropriate insurance, as specified in Clause 9 of Annex A.

7.2 In addition, the Contractor shall, without limiting its own or the Commission's obligations and responsibilities under this Contract, provide and thereafter maintain insurance with respect of the Goods from the date of their receipt by the Contractor from the manufacturer until receipt by the delivery party at the final destination. For this purpose, Global insurance shall be arranged with a single insurance company on an as-arranged basis at the same rate of insurance premium for the execution of each FRD. It shall be in an adequate amount to

cover the full replacement cost plus an additional sum of ten percent (10%) of such replacement cost to cover any additional cost of, and incidental to, the rectification of loss or damage, including professional fees; the insurance shall cover the Contractor against all losses or damages from whatsoever cause arising from the execution of this Contract, from its signature until its successful completion. The insurance referred to in this Clause shall be in the name of the Contractor and the Commission shall be named as an additional insured party.

8 WARRANTY

The provisions of Clause 28 of Annex A shall apply to the Goods and/or Services, as well as to the Work performed by the Contractor.

9 PERMITS, NOTICES, LAWS AND ORDINANCES

9.1 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. This shall include, but not be limited to, work permits, visa, or similar documents.

9.2 The Contractor shall give all notices required by the nature of the Work.

9.3 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.

10. PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

10.2 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 persons on the Commission's or the Station's premises, as applicable, who may be affected thereby;
- (ii) property of the Commission or the Station, as applicable.

10.3 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.

10.4 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.

- 10.5** 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.
- 10.6** The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station's premises, as applicable, during the execution of the Work.
- 10.7** In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.8** The Contractor shall promptly remedy all damage and loss to any property, referred to in Clause 10.2 above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 10.2 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.

11. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Work is carried out in accordance with Annexes 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.

12. PRICES

- 12.1** The firm fixed unit prices of the Goods and/or fixed unit rates for the Services in Annex C and approved in a FRD (for items added by reference in accordance with Clause 5.1 above) (hereinafter referred to as the "Prices") shall be firm and fixed and held unchanged for the period indicated in Clause 3 above and shall exclude any Taxes, fees, duties and charges owed by the Contractor in respect to the Goods and/ or Services at the conclusion or implementation of this Contract.
- 12.2** The Prices 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.
- 12.3** 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 issued FRD without the prior written consent of the Commission and a formal written amendment to this FRD.
- 12.4** No Taxes are applicable under this Contract.

13 PAYMENT TERMS

13.1 For each FRD the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, the relevant Prices, DSA, plus the actual costs, not to exceed the Estimates with more than 10% under each issued FRD, unless specified otherwise by the Commission. Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:

- (a) Original invoice submitted in accordance with Clause 13.2(c) below reflecting the actual costs;
- (b) Delivery note countersigned by the consignee listing the Goods delivered and confirming their receipt and acceptance;
- (c) Copy of the airway bill or bill of lading showing the date of the flight or shipment, if applicable;
- (d) Copy of the carrier's invoice supporting the actual shipping costs on the Contractor's invoice;
- (e) Copy of the certificate of transportation insurance;
- (f) Certificate of origin, if applicable;
- (g) Any other documentation that might be required under the applicable FRD.

13.2 General Payment Provisions

- (a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the original invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (b) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (c) The Contractor shall submit an invoice 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 under Clause 23 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.

14. MARKET FLUCTUATION

14.1 The unit prices of the Goods and unit rates for the Services shall be held fixed for the entire duration of the Contract. If the prices increase for reasons not under the control of the Contractor (e.g. Goods supplied by a third party), or the Goods become unavailable, the

Contractor shall propose to the Commission, for its approval, a replacement item with equivalent specifications to honor the firm fixed unit price. In the event that an equivalent Good at the fixed unit price cannot be identified, the Contractor shall notify the Commission as soon as possible.

- 14.2** If the market price of the Goods decreases, the Contractor shall enable the Commission to enjoy the benefit, either by proposing a more efficient replacement item or a lower unit price in accordance with the market price for the Commission's approval. If, however, the market price increases, the agreed firm fixed unit price shall be maintained with the agreed configuration/specifications.

15 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.

16. DELAYS AND EXTENSION OF TIME

- 16.1** 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 22 below for such reasonable time as the Commission may determine.

- 16.2** Any request for extension of the time for reasons referred to in Clause 16.1 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.

17. 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.

18. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the Goods and/or Services 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.

19. 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:

- (h) This document;
- (ii) The Commission's General Conditions of Contract (Annex A);
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (Annex C);
- (v) The relevant FRD.

20. 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.

21. 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.

22. 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.

23. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party at the following address (or such 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

Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For submission of invoices:

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: Payable_Invoices@ctbto.org

For invoices and payment related enquiries:

Payments@ctbto.org

(b) The Contractor:

Name:

Address:

Tel:

Email:

24. EFFECTIVENESS

24.1 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.

24.2 A communication given under Clause 24.1 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 in Vienna, Austria:

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

[Name and Position]

Date: _____

Place: Vienna, Austria.

For and on behalf of **[CONTRACTOR]:**

[Name and Position]

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

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 laws and customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

- (a) The Contractor warrants that:
 - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
 - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

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

17. DEFAULT BY THE CONTRACTOR

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
 - (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
 - (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
 - (iii) The Contractor’s failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

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

20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
 - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
 - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
 - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
 - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

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

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, 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 satisfactory 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, Clauses 28-35 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 transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
 - ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
 - ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
 - (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

¹ UN Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

² Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
 - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
 - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
 - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
 - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

Fraudulent practice: is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

Corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

Coercive practice is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

Collusive practice is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

Unethical practice is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

Obstructive practice is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s 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.

40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
- (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
 - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
 - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
- (i) propose immediate remedial actions (including containment);
 - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
 - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
 - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.

ANNEX B

TERMS OF REFERENCE

ENGINEERING, MAINTENANCE AND SUPPORT SERVICES FOR IMS STATIONS IN THE RUSSIAN FEDERATION ON CALL-OFF BASIS

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TERMS OF REFERENCE

1. INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global network of stations of the International Monitoring System (hereinafter referred to as the “IMS”) to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. The Commission provides timely data, products, and services to the States Signatories of the Treaty with the help of IMS Stations being properly operated and maintained.

These Terms of Reference (TOR) describe the requirements for the provision of engineering and maintenance works for the IMS stations (hereinafter referred to as the “Stations”) located in the Russian Federation on a call-off basis (Call-Off Contract).

The total estimated annual volume of call-off Contract(s) cannot be accurately estimated and, therefore, the Commission makes no commitment in terms of volume in respect of goods, services and works (the Work).

2. BACKGROUND

2.1 SMS

The Commission operates the International Monitoring System (IMS) through its Operations Centre based in Vienna, Austria. The IMS Stations of the Russian network relay near real-time data to the Commission’s headquarters in Vienna, Austria, through the National Data Centre in Dubna, Russian Federation. The IMS network is required to be in continuous operation with 98% data availability for seismic and infrasound Stations and 95% for radionuclide Stations. Therefore, sustainment of the IMS Stations is vital for the operation of the network in the Russian Federation.

The Call-off Contract hereunder aims to considerably improve the timeliness and efficiency of unscheduled maintenance and sustainment of the IMS network in the Russian Federation.

Station Operator of the IMS Stations of the Russian network is the Special Monitoring Services (SMS) of Ministry of Defence of the Russian Federation (MoD RF). The SMS has been designated by the Government of the Russian Federation as the sole national technical counterpart for coordinating activities related to liaison, establishing and upgrade of station’s infrastructure, installation, testing and evaluation, certification, and post-certification activities at all IMS primary stations and at a number of auxiliary seismic stations in the Russian Federation.

As such, the SMS of MoD RF will have the following role and responsibilities under this Call-off Contract:

- Coordinate the activities between the Commission and the Contractor for the Call-off Contract;
- Participate in the selection of and recommend the Contractor(s) to perform the Work under the Call-off Contract and evaluate their performance after completion of the Work;
- Arrange and allow access for the Commission’s and the Contractor’s representatives to the IMS station facilities located at the SMS premises;
- Review, provide comments (if any), verify and approve all documents submitted by the Contractor(s).
- Perform inspections, acceptance of the supplied goods and services performed by the Contractor(s).

2.2 Call-off Contract and FRD

The initial term of the Call-off Contract shall be three (3) years (Call-off Period) with the possibility of optional extension for up to two (2) additional periods of one (1) year each (Optional Extension). Upon

expiry of the initial contract, the Call-off Period of subsequent contracts can be extended subject to the mutual consent of the Commission and the Station Operator.

During the Call-off Period, the Commission will have the right, but not the obligation, to call off Work in the form of a Formal Request for delivery (FRD). Each FRD will include the exact scope of Work to be performed and the required deliverables to be provided by the Contractor.

Before the issuance of a FRD, the Commission will issue to the Contractor(s) a written request containing the Work requirements and deliverables as referred in this TOR. The Contractor(s) shall provide, at a minimum, within one (1) week after the receipt of the written request, the following information in the form of a proposal:

- (a) Technical proposal to implement the FRD;
- (b) Work plan with the commencement and completion dates.
- (c) Financial proposal with the detailed breakdown of costs.

After evaluation of the Contractor(s) proposal(s) and after acceptance by the Commission and SMS, the FRD shall be issued to the Contractor. The Contractor shall perform work only after receipt of the FRD.

3. SCOPE OF WORK and GENERAL REQUIREMENTS

3.1 Scope of Work

The Commission seeks engineering, maintenance and support services for the IMS Stations and SMS Depot located in Russian Federation on a call-off basis in compliance with these Terms of Reference. The Contractor is expected to provide technical support services described in these TOR to the Stations listed in Attachment 1 and to the SMS Depot. In order to cover all relevant IMS technologies and equipment, the Commission may consider establishing Call-Off Contracts with one or more Contractors (hereinafter referred to as “the Contractor” or /and “the Contractors”).

The Contractor shall have in-depth technical knowledge, expertise, and qualifications in at least one of the IMS technologies and areas of the Work described in these TOR.

The scope of the engineering, maintenance and support services required for the Stations shall include the following systems for testing, maintenance and sustainment, but not be limited to:

- (a) Intra-site communication systems, including fiber optic and copper cables, radio modems, satellite modems and fiber optic modems, antennas, network devices, splicing boxes and other items related to the communication systems;
- (b) Power supply systems, including batteries, cables, chargers, transformers, backup generators and consumables for the power systems components;
- (c) Grounding and lightning protection systems, including air terminals, earth terminals, rods, down conductors, and surge protection devices;
- (d) Fire alarm and safeguarding systems;
- (e) Climate Control Systems;
- (f) Engineering Services for Equipment Installation;
- (g) Equipment vaults;
- (h) Wind Noise Reducing Systems (WNRS).

The Scope of Work is divided into five (5) lots:

Lot 1 – FO and RF Intra-site Communication Systems		TOR
	Rental agreement(s) for Fiber-Optic (FO) lines	Section 4.1.1
	Maintenance and Support Services for FO communication lines	Section 4.1.2
	Maintenance and Support Services for RF communication Systems	Section 4.1.3
Lot 2 – Satellite Intra-site Communication Systems		
	Rental agreement for Satellite links	Section 4.2.1
	Maintenance and Support Services for Satellite Communication Systems	Section 4.2.2
Lot 3 – Engineering, Maintenance and Support Services for the Station’s Infrastructure		
	Maintenance and Support Services for Power Supply Systems	Section 4.3.1
	Grounding and Lightning Protection Systems	Section 4.3.2
	Safeguarding and Fire Alarm Systems	Section 4.3.3
	Climate Control Systems	Section 4.3.4
	Upgrade, repair and maintenance of infrastructure of IMS stations (buildings, fences, walls, towers, masts, access roads to the Stations, elements, sites). Assessment services for the installations and/or provision of improved design(s)	Section 4.3.5
Lot 4 – Maintenance and Support Services for the Station’s Equipment		
	Maintenance and Support Services for Station’s equipment	Section 4.4.1
Lot 5 – Maintenance and Support Services for Wind Noise Reduction Systems		
	Maintenance and Support Services for WNRS	Section 4.5.1

Detailed requirements for each of the lots are further described in Section 4 of the TOR.

3.2 General Requirements

In order to comply with the general requirements, the Contractor shall be required to provide the following information and documents:

- (a) Copies of necessary licenses allowing the Contractor to conduct the relevant Work according to the TOR;
- (b) A statement that the capacity of the Contractor, in terms of qualified manpower resources, is adequate to conduct the relevant Work according to the TOR;
- (c) Written confirmation that the Contractor has obtained or will obtain from the Station Operator the required permits and security clearance for access to the Station with the sole purpose of performing the Work according to the TOR. The description of the security clearance procedure is provided in Attachment 2 to the TOR.

It shall be noted that during implementation of the Work under this Call-Off Contract, the Contractor shall comply with the internal regulations applicable to the IMS Stations in Russia (SMS facilities) and to the Station Operator (i.e. SMS). It shall be noted that in the event of the Contractor’s failure to adhere to the requirements of SMS, the latter reserves a right to withdraw its permission for the Contractor to access the IMS stations with immediate notification of the Commission and the Contractor accordingly.

4. WORK TASKS

The Contractor shall perform the Work in accordance with the relevant FRD, which may include one or more Lots described below.

4.1 LOT 1 – INTRA-SITE COMMUNICATION SYSTEM

The maintenance and support services for intra-site communication systems at the IMS Stations shall include agreement(s) for rent of infrastructure for fiber optic lines, provision and installation of systems' components: e.g. fiber optic and copper cables, radio, satellite and fiber optic modems, antennas, network devices, splicing boxes and other items related to the communication system.

4.1.1 Rental of Fiber-Optic lines

Fiber optic (FO) lines are used for intra-site communication at the infrasound station IS43, Dubna, and at the seismic and infrasound stations PS37 and IS45, Ussuriysk. Some of these FO lines are installed in underground communication pipes and some of FO lines are installed on the poles. All these infrastructures are owned by the private companies indicated below and in order to maintain the intra-site communication between these Stations, it is necessary to arrange an agreement to rent these infrastructures with those companies on a semiannual or annual basis.

- IS43, Dubna – Rostelecom, Mosoblenergo and PROMSVYAZENGINEERING.
- PS37/IS45, Ussuriysk - Dalnevostochnaya Raspredelitel'naya Company.

The contact details of these companies are provided in Attachment 4 to the TOR.

4.1.2 Maintenance and Support Services for Fiber-Optic (FO) Lines

In case of damage of the FO lines, the Contractor shall conduct repair and upgrade activities for the FO lines. The scope of work under this Lot shall include the following tasks:

- a) Troubleshooting of the existing FO systems in use at the Stations;
- b) Repair of existing FO cable lines;
- c) Dismantling and replacement of FO equipment installed at the Stations;
- d) Procurement of equipment required for FO line recovery;
- e) Assessment and re-design the FO system;
- f) Installation of new FO lines including related civil works;
- g) Provision of technical training for station personnel involved in the operation of the FO equipment.

4.1.3 Maintenance and Support Services for Radio-Frequency Systems

The Contractor shall conduct the following maintenance activities for the Radio-Frequency systems in use at the IMS Stations:

- a) Troubleshooting of the existing systems;
- b) Dismantling and replacement of Radio-Frequency equipment installed at the stations;
- c) Re-alignment or replacement of the radio antennas;
- d) Procurement of equipment required for Radio-Frequency line recovery subject to the Commission's approval;
- e) Assessment and re-design of the Radio-Frequency system;
- f) Provision of technical training for station personnel involved in the operation of the Radio-Frequency equipment.

4.2 LOT 2 - SATELLITE INTRA-SITE COMMUNICATION SYSTEMS

4.2.1 Rental of Satellite Communication Systems

VSAT system used for intra-site communication at the seismic station PS35, Peleduy. In order to maintain the intra-site communication between these Stations, it is necessary to arrange an agreement with the satellite operator, Russian Satellite Communication Company (RSCC) based in Moscow. Such rental agreement shall be concluded with RSCC on a semiannual or annual basis.

4.2.2 Maintenance and Support Services for Satellite Communication Systems

The Contractor shall conduct the following maintenance activities for the satellite systems in use at the Stations:

- a) Troubleshooting of the existing systems;
- b) Dismantling and replacement of Satellite equipment installed at the stations;
- c) Re-configuration and re-adjustment of the system upon the request from the Commission and in connection with the service provider;
- d) Replacement of the system parts from spares provided by the Commission;
- e) Procurement of equipment required for satellite transmission recovery subject to the Commission's approval;
- f) Installation of auxiliary parts of the system, such as switches, power supplies, cables etc.;
- g) Assessment and re-design of the Satellite communication system;
- h) Provision of technical training for station personnel involved in the operation of satellite equipment.

4.3 LOT 3 – ENGINEERING, MAINTENANCE AND SUPPORT SERVICES FOR THE STATION'S INFRASTRUCTURE

4.3.1 Maintenance and Support Services for Power Supply Systems

The maintenance and support services for power supply systems at the IMS Stations may include replacement of Uninterruptible Power Supplies (UPS), replacement of batteries, replacement or repair of cabling, replacement or repair of chargers and/or transformers, replacement or repair of backup generators and provision of consumables related to power systems.

- a) **Replacement of UPS units and UPS batteries:** includes provision of UPS specific type, technical specifications, and number of modules. If required in the FRD, the Contractor shall also deliver and install the UPS units and batteries to the Station(s).
- b) **Replacement of back-up batteries** includes provision of back-up batteries. The FRD shall include all details of the batteries. If requested in the FRD, the Contractor shall also deliver and install the batteries at the Station(s).
- c) **Other items related to power systems:** Other equipment for the power supply system, parts, components, and consumables. Maintenance activities may include replacement of damaged power cables, connectors and terminals, replacement of chargers, replacement or repair of transformers and backup generators.

4.3.2 Maintenance Services for Grounding and Lightning Protection Systems

The maintenance services for grounding and lightning systems at IMS Stations include repair and/or replacement of air terminals, earth terminals, rods, and down conductors, as well as surge protection devices.

Upon the Commission's request the Contractor shall conduct the following maintenance activities:

- Assessment, troubleshooting, repair and/or re-design the systems;
- Removal and replacement of systems or systems components;
- Necessary works to maintain/improve the systems.

If a major repair or an upgrade is required, the FRD may include assessment of the status of the grounding and/or lightning protection systems and evaluation of the Work that may be needed.

Upgrades of the grounding and lightning protection systems at IMS stations shall be performed in accordance with the respective IMS guidelines which will be provided along with the FRD.

4.3.3 Maintenance Services for Safeguarding and Fire Alarms Systems

The maintenance and support services for safeguarding and fire alarm systems at IMS Stations include repair and/or replacement of control panels, all types of terminals, sensors and conductors, as well as surge protection devices.

Upon the Commission's request the Contractor shall conduct the following maintenance activities:

- Assessment, troubleshooting, repair and/or re-design the systems;
- Removal and replacement of systems or systems components;
- Necessary works to maintain/improve the systems.

If a major repair or an upgrade is required, the FRD may include assessment of the status of the safeguarding and fire alarm systems in accordance with the local regulations and preparation of the recommendation to be approved by the relevant local authorities that may be required.

Any upgrade work of the safeguarding and fire alarm systems at IMS stations shall be performed in accordance with the respective IMS guidelines and local regulations in Russia (if any), which will be provided along with the FRD.

4.3.4 Maintenance Services for Climate Control Systems

The maintenance and support services for climate control systems at IMS Stations include repair and/or main equipment components, panels, replacement of ducts and all types of power supply.

Upon the Commission's request the Contractor shall conduct the following maintenance activities:

- Assessment, troubleshooting, repair and/or re-design the systems;
- Removal and replacement of systems or systems components;
- Necessary works to maintain/improve the systems.

If a major repair or an upgrade is required, the FRD may include assessment of the status of the safeguarding and fire alarm systems in accordance with the local regulations and preparation of the recommendation to be approved by the relevant local authorities that may be required.

Any upgrade work of the safeguarding and fire alarm systems at IMS stations shall be performed in accordance with the respective IMS guidelines and local regulations in Russia (if any), which will be provided along with the FRD.

4.3.5 Maintenance and Support Services for Station Infrastructure

The maintenance work related to the Station's infrastructure shall include works to repair, maintenance of IMS station buildings, fences, interior premises, towers, masts, access roads to the station, to its elements and sites. Also, it includes assessment of the infrastructure and/or provision of improved design, if requested by the Commission.

The maintenance and support services for infrastructure works may include, but are not limited to:

- Assessment, troubleshooting and/or re-design the systems;
- Removal and replacement of systems when necessary;
- Necessary works to maintain/improve the infrastructure.

Any work related to the upgrade of infrastructure of IMS Stations shall be performed in accordance with the respective IMS guidelines and local regulations in Russia (if any), which will be provided along with the FRD.

4.4 LOT 4 - MAINTENANCE AND SUPORT SERVICES FOR THE STATION'S EQUIPMENT

4.4.1 Maintenance and Support Services for the Station's Equipment

The station's equipment is any equipment materials, tools, components, consumables, spare parts, which are required to operate and maintain the station. The support services for the station's equipment may include provision, removal, and installation of the equipment.

Depending on the equipment, some equipment can be supplied locally by the Contractor (i.e. computers, authentication tokens, network devices etc.), and, if requested in the Commission, the Contractor shall also supply and install the equipment at the Station(s). Some other equipment can be provided by the Commission to be installed by the Contractor at the Station (i.e. detectors, sensors, etc.)

In order to provide support for the above listed maintenance and engineering services, some equipment, spare parts and consumables may be pre-ordered and stored at the IMS stations or SMS Depot. In such cases, by the request of the Commission, the Contractor shall provide to the SMS and Commission a list of in-country suppliers of equipment, spare parts, and consumables. When needed, the Commission may initiate the procurement process from the list of the suppliers.

For the urgent cases, the Contractor may propose to procure some equipment, parts, and consumables subject to Commission's approval.

The Contractor shall supply all machinery, instruments and other auxiliary and testing equipment, consumables and items for repair/maintenance required to perform the Work under an FRD.

The Contractor shall be able to procure additional unforeseen items/tools for repair if they are required during on-site work.

If the supply of equipment from specific manufacturers is not possible, the Contractor(s) shall submit to the Commission proposals for equipment replacement based on required specifications indicating the reason and detailed specifications.

A detailed price list of equipment, parts, materials, consumables and services to be provided according to Attachment 3 to TOR – Price List of the Station’s Equipment.

4.5 LOT 5 - Maintenance and Support Services for Wind Noise Reduction Systems

4.5.1 Maintenance and Support Services for WNRS

Other maintenance and support services at the IMS Stations in Russia include upgrade works for equipment vaults, maintenance services for Wind Noise Reduction Systems (WNRS) and maintenance services for the station’s equipment.

The support services for WNRS at IMS infrasound Stations include repair of damaged parts and provision of parts required for repair and maintenance. The most common problems affecting the WNRS systems are corrosion, oxidation, mechanical damage, such as cracks and breaks on pipes, joints, manifolds, and inlet ports, blockage by vegetation or mud, etc.

Maintenance and/or upgrade work shall include, but not be limited to:

- Assessment and troubleshooting of the systems;
- Repairs and/or improvements;
- Removal and replacement of vaults and/or WNRS;
- Necessary works to maintain/improve the infrastructure of the array/site.

The support services for battery vaults and equipment for WNRS at the IMS Stations include repair of damaged parts and provision of parts for repair and maintenance of the vaults. The most common issue with the equipment and battery vaults are mechanical damage, water infiltration, damage on cable conduits, etc.

5. REPORTING

Unless otherwise agreed with the Commission, after the completion of the Works under the relevant FRD, the Contractor shall submit to the Commission and the SMS an FRD Report, in electronic format, within two (2) weeks upon completion of any on-request work and/or service. The FRD report shall contain the following, but not limited to:

- (a) Reference to the FRD, including date of request;
- (b) Actions taken and services performed to complete the task;
- (c) Diagrams and drawings (electrical, mechanical) when there is a change in design after the Work is completed;
- (d) Relevant digital photographs reflecting the Works;
- (e) Test results, as applicable;
- (f) Any other relevant issues and recommendations;
- (g) Any other documentation that may be required under the FRD.

6. INSPECTION

The Commission may send representative(s) to the facility for inspection to confirm that all Work has been performed in accordance with the Call-off Contract and relevant FRD or may delegate SMS for doing this task.

The Commission reserves the right to engage representatives of external organizations as consultants for the Work inspection.

If the inspection reveals that the Work is not in compliance with the Contract/FRD, which hinders its acceptance, the Commission will notify the Contractor about the problem and the remedial actions to be performed, which shall be remedied by the Contractor to the Commission's satisfaction.

7. TRANSPORTATION AND OTHER LOGISTIC SUPPORT

The Contractor shall plan and arrange a means for transportation of personnel, equipment and spare parts supplied by the Contractor to the relevant location in the most economical way for the specific location and time and in accordance with the FRD.

The Contractor shall make all logistic arrangements, such as local transfer and delivery to relevant sites and back of the equipment and personnel required to perform the work under the Call-off Contract.

The Contractor shall consult with the Commission and SMS whether the existing Commission's Contractor for transportation to/from and within RF can be used, unless the Contractor arranges its own transportation and/or logistics arrangements to perform the Work under FRD, if found more economical.

If requested, the Contractor shall plan and arrange transportation of the Commission's representatives during their inspection visits to the IMS Stations in Russia.

8. LOCAL LAWS, NORMS, REGULATIONS, ETC.

The Contractor shall ensure that the Work is performed in compliance with any national, municipal, or local regulations, laws, building codes, licensing, or permitting requirements that relate to the Work to be performed under the Call-off Contract.

The Contractor shall also obtain all licenses, permits and/or authorizations needed to carry out the Work under this Call-off Contract, as indicated in Section 3.2 above.

9. REMOVAL OF DEBRIS AND DISPOSAL OF ANY OTHER HAZARDOUS MATERIAL

The Contractor shall promptly remove all debris accumulated in the course of survey, maintenance, and repair of equipment due to the Contract implementation. The Contractor shall also dispose of any other hazardous material including old batteries accordingly.

Removal, collection, handling and disposal of debris and any other hazardous material by the Contractor shall be in compliance with appropriate laws and industrial standards of the Russian Federation.

10. QUALITY AND SAFETY REQUIREMENTS

The Contractor shall ensure labour safety of personnel at all stages of building and installation works. All responsibility for compliance with any occupational health and safety and fire safety norms and laws when carrying out work at the facilities shall be borne by the Contractor. The Work shall be carried out in

compliance with the legislation of the Russian Federation related to health and safety, as well as any other legal instruments, building standards and rules, design and construction rules, sector-specific and cross-sector regulations, approved standard labour protection instructions, national standards, safety operation rules, national sanitary and epidemiological norms, hygienic standards.

Compliance with ecological, sanitary, hygienic, fire protection and other rules in force in the Russian Federation is mandatory.

During the implementation of the Work, the Contractor(s) shall ensure safety for its staff, end-user and third parties, prevent any damage to the Commission's and the Station's property.

11. LIAISON

All communication on contractual matters shall be between the Commission and the Contractor unless the Commission specifically allows correspondence between the Contractor and the Station Operator.

Upon issuance of FRD the Commission shall send a copy of FRD (with the required scope of work) to SMS for the latter's preparation for monitoring and acceptance of the work.

If applicable, the Contractor shall liaise with other Commission's Contractors responsible for the supply of relevant Commission's equipment and services, and/or any other part of Work that may be conducted by other suppliers.

On technical matters, upon receipt of a FRD from the Commission, the Contractor shall inform the Station Operator in advance about the planned activities at the IMS Station(s) for SMS submit an IRS report to inform the Commission and grant access to the Station(s). The Contractor shall inform the Commission about the content and details of the communication. After the completion of the Work at the Station, the Contractor shall submit FRD report, as described in Section 5 "Reporting" above.

The liaison activities can be effectuated by telephone, e-mail or via other means available to the Contractor and the Commission.

The Contractor shall provide information (e-mail address and telephone number) about one point of contact for dealing with technical matters whom the Commission can contact directly.

The Contractor shall participate in meetings or telephone conferences arranged by the Commission and/or SMS to discuss the progress of work under the Contract.

12. SUPPLIER'S PERFORMANCE REVIEW

The Contractor's performance under the Call-off 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 the Work. The Commission will review the Contractor's performance annually. The Commission may invite the Contractor to discuss the results of such a review.

Attachment 1 – List of Radionuclide (RN) and Primary IMS Stations in Russia

List of Radionuclide (RN) and Primary IMS Stations (PS/IS) in Russian Federation requires Maintenance and Engineering support services.

Location	Station	Location details
Bilibino	RN57	Chukotskiy Autonomous Region, Bilibino, Vostochny Microregion
Dubna	IS43	Moscow Region, Dubna, Alexandrovka Str. 43A
	RN61	
Khabaz	PS32	Kabardino-Balkarskaya Republic, Khabaz
Kirov	RN54	Kirovskiy Region, Kiron
Norilsk	PS34	Krasnoyarskiy Krai, Norilsk, Kayerkan Region
	RN55	
Peleduy	PS35	Republic of Sakha (Yakutia), Lenskiy Region, Peleduy
	RN56	
Petropavlovsk-Kamchatskiy	IS44	Kamchatskiy Krai, Elizovskiy Region, Nachiki
	PS36	
	RN60	Petropavlovsk-Kamchatskiy, Shchorsa Str. 31
Ussuriysk	IS45	Primorskiy Krai, Mikhailovskiy Region, Grigorievka
	PS37	
	RN58	
Zalesovo	IS46	Altaiskiy Krai, Zalesovo
	PS33	
	RN59	

Attachment 2 – 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. 3913/19n](#), 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.

Attachment 3 – Price List of Station’s Equipment

#	Description of equipment, materials	Station
1	Automatic restarter F2C-ARH	IS43
2	Optical box БОН-М2-1-19	AS90
3	Power supply unit 5V; 2 A; 10W / MEAN WELL	RN55
4	Power supply unit 24V; 2.5A; 60W / MEAN WELL	RN55
5	FO cable ОКБ-0,22-108П 7кН	PS36/ IS 44
6	FO cable ОКБ-0,22-16Т 7кН	PS36/ IS 44
7	FO cable ОКБ-0,22-24П 7кН	PS36/ IS 44
8	FO cable ОКБ-0,22-48П 7кН	PS36/ IS 44
9	FO cable ОКБ-0,22-8Т 7кН	PS36/IS44, RN54, RN60
10	FO cable ОCД 2x4A-8	PS33/IS46
11	FO cable ОCД 4x4A-8	PS33/IS46
12	FO cable ОCД 6x4A-8	PS33/IS46
13	FO cable ОCД 8x12A-8	PS33/IS46
14	One-way automatic switch 4A C S201 6kA	IS43
15	UPS 1000	PS37/IS45
16	UPS ECN4 Powercom VRT-1000XL	PS33/IS46, PS36/IS44
17	Power supply source K-207-15V	IS43
18	Power supply source MDR-20-12	RN54, RN60
19	Cable organizer SNR-FB-ORG	IS43
20	Switch RS2-XTxtFX	PS32
21	Converter IMC-21A-M-SC-T, 10/100BaseFX	RN55
22	Switch ZYXEL ES1100-16P	RN55
23	Switch D-link DES_3200-28	PS33/IS46, PS36/IS44, PS37/IS45
24	Optical switch Ha-VIS eCon 3042BT-AF	PS33/IS46, PS36/IS44, PS37/IS45
25	Optical switch Ha-VIS eCon 3011GB-AF	RN54, RN60
26	Patch cord SNR-UU4-5E-020-PST-GY	IS43
27	Junction box W-304	PS33/IS46, PS36/IS44, RN60
28	Mounted modular housing КМПН 5/16 IP55	PS33/IS46, PS36/IS44, PS37/IS45
29	Optical cross 19” (ШКОС) up to 48 ports SNR-ODF-48R-LE	IS43
30	Optical cross R318 Fib-rt	PS33/IS46, PS36/IS44, PS37/IS45
31	Optical cross W-304 SC-8-SM-8UPS	RN54, PS37/IS45
32	Media converter D-link DMC-515SC	PS33/IS46, PS36/IS44, PS37/IS45
33	Media converter MCSS2-10/100-1660-SC-20	RN57
34	Media converter MOXA EDS-208A-SS-SC	AS90
35	Clutch МТОК-Б1/216-1КТ3645-К-44	PS36/IS44
36	Dead end optical coupling GJS-7002	IS43
37	Optical modem FXE-SC-15	PS32

#	Description of equipment, materials	Station
38	Optic cable 48 fibers ИКЛС-М4П-А48-2,7	IS43
39	Horizontal organizer 19" 1U	PS33/IS46, PS36/IS44, PS37/IS45
40	Patch cord SC/SC UPC Duplex	PS33/IS46, PS36/IS44, RN54, RN60, PS37/IS45
41	Copper patch cord	PS33/IS46, PS36/IS44
42	Optic patch cord SNR-PC-SC/UPC-3m	IS43
43	Patch cord UTP	PS37/IS45
44	8-port industrial hub EDS-308-SS-SC	IS43
45	Lightning current arrester УЗПП DEHNbloc DB M MOD 255	IS43
46	Server NPort IA-5250-T 2-port RS-232/422/485	RN55
47	Self-supporting optic cable 48 fibers ИКАЛС-М4П-А24-6,0	IS43
48	Self-supporting optic cable 48 fibers ИКАЛС-М4П-А48-7,0	IS43
49	Signal amplifier Elinx EIR-EXTEND	PS34
50	Safety shutdown switch F202 AC	IS43
51	Secondary power supply circuit protection У3П-12DC/5	PS33/IS46, PS36/IS44, PS37/IS45
52	Secondary power supply circuit protection У3П-220	RN54, RN60
53	Hub/Switch Elinx	PS34
54	Cabinet THALASSa RAL7035 308x250x160 IP66	IS43
55	Floor-mounted telecommunication cabinet 22U	PS33/IS46, PS36/IS44, PS37/IS45

Attachment 4 – Details of local companies in Russia

These are the local companies in Russia whose infrastructure is being used for fiber optic lines. The rent prices are valid for 2024 and subject to annual price adjustment.

Name	Location	Type of gasket VOLS	The length of the VOLS, m.	Cost, rub/year	Cost, EURO/year
RN61, IS43	Moscow region, Dubna	Power line supports Mosoblenergo JSC	317 meters, (11 supports * 99,29 rub per month for 1 suspension)	13 106,28	133,06
		Cable sewerage Rostelecom PJSC	594 meters, (9 rub for 1 running meter)	64 152,20	651,31
		Cable sewerage Promsvyaz Engineering LLC	185 meters, (15 rub for 1 running meter)	33 300,00	338,08
RN58, PS33/IS45	Primorsky Krai, Mikhailovsky district, Grigoryevka village	Supports of the power transmission line of JSC "Far Eastern Distribution Grid Company" (Technical conditions No. 11-03-23/268 dated 25.01.2016) *	19,950 meters (93 supports, 10 Kw, outside settlements) (5,135.44 rubles per support per year)	477 595,92	6132,27