

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0103/MAEDA YM
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Fax:

Email:

Date: 18 Oct 24



Subject: Diving and Subsea Cable Maintenance Services for the IMS Hydroacoustic Station HA01 Cape Leeuwin (Augusta), Australia, on a Call-off Basis

Deadline for Submission: 08 Nov 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,


Sally ALVÁREZ DE SCHREINER
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0103 Title: Diving and Subsea Cable Maintenance Services for the IMS Hydroacoustic Station HA01 Cape Leeuwin (Augusta), Australia, on a Call-off Basis	Closing Date: 08 Nov 24 Vienna Local Time: 17:00
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Procurement Staff: Yo Maeda

CTBTO Req. No.: 0010024662

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)	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time;	
<input type="checkbox"/> we do not have the required expertise for this specific project;	
<input type="checkbox"/> insufficient time to prepare a proper submission;	
<input type="checkbox"/> 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.

This Request for Proposal (RFP) is for the provision of services and supply and delivery of equipment as described in the attached Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

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, including the Bidder's Statement form, and the following Attachments:
 - Attachment 1: Minimum Content of Technical Proposal and Technical Compliance Matrix
 - Attachment 2: Technical Evaluation Criteria and Method
 - Attachment 3: Financial Proposal Form
 - Attachment 4: Procedure for submission of electronic offers in 2 sealed files
- (c) Vendor Profile Form
- (d) Statement of Confirmation
- (e) The Commission's Model Contract and its Annexes A – B;
 - o The Commission's General Conditions of Contract (Annex A), incorporate herein by reference, found at www.ctbto.org under [CTBTO General Conditions of Contract](#)
 - o Terms of Reference (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 Proposal, 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 submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES”.

Proposals sent by regular e-mail unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 4 will not be considered and may lead to the rejection of the bidder from the procurement process.

The Proposal shall be received not later than the closing date indicated in the 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 7 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 be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. 2024-0103/MAEDA

The Commission will make all reasonable efforts to issue the clarifications not later than 5 business days prior to the Closing Date.

Except in case of responding to a RFP clarification, no bidder shall contact the Commission on any matter relating to 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) 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 intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract.

Instructions for preparation and submission of Proposals – Request for Services

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**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

Please state the reference number and the date of this RFP in the Proposal and any correspondence relating to it.

The Technical Proposal shall follow Attachment 1 Minimum Content of Technical Proposal and Technical Compliance Matrix and contain but not limited to the following information.

Personnel

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

Statement of Confirmation and Bidder's Statement form

The attached Statement of Confirmation and Bidder's Statement form shall be duly signed and submitted together with the Proposal.

Description of Services

An explanation of the Bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing a section-by-section response to the Terms of Reference indicating how the Bidder meet or will meet each of the technical requirements.

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.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

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 Equipment item.

Commission's Inputs

A description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

Qualifications

Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key personnel proposed for this contract, including technical experience to perform the Work.

Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

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.

Delivery Schedule

The Bidder shall confirm that the Bidder can be on-site within 8 weeks after issuance of an agreed Work Order.

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be submitted in the format set out in Attachment 3 "Financial Proposal Form" attached herewith. Bidders shall provide all the information requested in this matrix but may provide additional related content as attachments.

In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the relevant total price.

Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) For Austrian companies

Instructions for preparation and submission of Proposals – Request for Services

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

(2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

10. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished by 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 the Proposal

- (a) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'.
- (b) The Commission 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.

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.

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.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH 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 Contract and the Commission's General Conditions of Contract, 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:

Attachment 1

Minimum Content of Technical Proposal and Technical Compliance Matrix

Below sets out the **Minimum content of the Proposal (PART I) and the Technical Compliance Matrix including all mandatory requirements (PART II) of the Technical Proposal**. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Part II of this document must be completed and returned as part of the Proposal.

Part I - Minimum content of the Technical Proposal

PART I - Item	Minimum content
1. Executive Summary	Provide an overview of the proposal
2. Experience, Resources and Project Management	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"> • Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. • Company business structure and its authority to execute all Work under the Contract. • In case the Bidder requires the services of subcontractors, the Proposal shall include: <ol style="list-style-type: none"> a) Relationship of the Bidder’s business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization. c) The scope of work and nature of subcontracting. d) Description of subcontractor(s)'s capability • Vendor Profile Form_
2.2 Corporate Experience	<p>The proposal should detail the Bidder’s experience in executing work of similar scope and complexity and in stakeholder engagement.</p> <p>Provide references of previous projects performed by the Bidder.</p>
2.3 Quality Management System	Provide a Quality Management System certification/statement which covers the required services
2.4 Environmental Statement	Provide an Environmental Policy or Environmental Statement
3. Meeting the Requirements	

PART I - Item	Minimum content
3.1 Understanding of the ToR	<ul style="list-style-type: none"> • Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal. • Please describe diving team(s) availability, composition by expertise/function, location and experience. • Please provide details of proposed diver support vessel(s) (size, location either mobilized to Augusta or available locally in Augusta, or any other arrangements) and suitability for operation at the HA01 site. • Provide a list of possible additional equipment/tools that may be required. examples of such equipment include but are not limited to sand airlift, water jetting, pneumatic drills. • Please provide details regarding <ul style="list-style-type: none"> - limitation to the distance offshore that services can be provided, and - limitations to diving depth of the diving activity (assuming surface supplied dive or scuba as appropriate). • Any initially identified permissions, permits or notices that the Contractor may require to hold or to issue in advance of conducting the on-site services. • Any initially identified permissions, permits or notices that the Bidder may require to hold or to issue in advance of conducting the on-site services. • Permitting requirements relating to conducting cable installation/split pipe/pipeline inspections using diving equipment, and the size and composition of the dive team required to be fully compliant with such regulations. This description shall cover diving depth restrictions. • Please describe how the Contractor would conduct the following maintenance tasks, under the assumption that the below example technical tasks are conducted <200 m offshore at a water depth no greater than 10 m: <ol style="list-style-type: none"> 1. Stabilizing a 2 m section of nearshore split pipe suspended ~50 cm above the surface. 2. Repairing a cracked/failing individual section of cast iron split pipe. 3. Excavation of a layer of fine sand of up to 75 cm deep to expose split pipe or bedrock (e.g. via airlift). Reference should be made Figure 1, Figure 2 and Appendix C of the Terms of Reference for examples of cracked/failing split pipe and suspensions that are present at HA01

PART I - Item	Minimum content
4. Contractor's key staff	
4.1. Off-Site (office based) Project Support Staff	<ul style="list-style-type: none"> • the Bidder shall identify their off-site (office based) project team members/roles e.g. Project Manager, Dive Team Leader/Permit Manager, Administrative Support, etc. that are required for the delivery of this project.
4.2. Documentation and Reporting	<ul style="list-style-type: none"> • Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form. • Describe experience with regard to providing comprehensive reports with supporting videos and photographs (specifically underwater footage).
5. Model Contract	
	<p>A statement that the Bidder has carefully reviewed the Commission's Model Contract, General Conditions of Contract and Terms of Reference and is in agreement with all terms and conditions. Deviations, if any, shall be clearly indicated and justified in the Financial Proposal in an exception list.</p>

Part II - Technical Compliance Matrix including all mandatory requirements

Ref. No. ToR Sections	PART II - Technical Compliance Matrix Requirements	Bidder's Response		
		Yes / No	Cross-reference to section/page in the Proposal	Comments
6.1	The Bidder's Project Manager shall be on-site to manage all on-site activities			
6.2	The Bidder's team shall be on-site within 8 weeks after issuance of an agreed Work Order, unless advised otherwise by the Commission			
6.3	The Bidder is an established provider of subsea services as set out in the Terms of Reference and the key staff has provided such services in diving and subsea cable or pipeline maintenance operations for a period of at least 3 consecutive years within the last 5 years.			
6.4	The Bidder can provide and operate a suitable diving support vessel.			
6.5	The Bidder's team and all equipment provided are appropriately qualified/certificated to conduct the required diving and diver support vessel services in Western Australia and that all works that will be undertaken will be fully compliant with all rules and regulations.			

Ref. No. ToR Sections	PART II - Technical Compliance Matrix Requirements	Bidder's Response		
		Yes / No	Cross-reference to section/page in the Proposal	Comments
6.6	The Bidder or the Bidder's facility is located in Australia			
8	The Contractor shall provide Environmental Policy/Statement.			
9	The Contractor shall provide statement for accredited QMS system including copies of certificates.			

Attachment 2 - Technical Evaluation Criteria and Method

1. Technical Evaluation

The technical evaluation process will be done in two steps:

Step 1: Technical proposals will first be evaluated against the mandatory requirements outlined in the Sheet "Table 1 - Evaluation Criteria", on a PASS/FAIL basis. Compliance with all mandatory requirements is required in order to pass Step 1 of the technical evaluation and to be further considered for Step 2 of the evaluation process.

Step 2: The technical proposals that have passed Step 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the Sheet "Table 1 - Evaluation Criteria".

In order to pass this stage, bidders must obtain **a minimum score of 351** and in accordance with the scoring indicated in the Sheet "Table 2 – Scoring". Failing one of the criteria in Step 2 will not result in the entire technical proposal failing provided that the technical proposal obtains a minimum score of 351.

2. Financial Evaluation and Commercial Evaluation

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated in accordance with the formula given below:

$$X = \text{Max Available Points} * Y/Z$$

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

The weight of the technical and financial components is **65%** and **35%** respectively, subject to contractual acceptability.

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, **subject to contractual acceptability.**

Technical Evaluation Criteria and Method

STEP1: MANDATORY REQUIREMENTS (PASS/FAIL)

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process

No.	Ref No. in TOR	Technical Evaluation: PASS/FAIL Criteria	Points and Scoring		
			PASS/FAIL		
1	6.1	The Bidder's Project Manager shall be on-site to manage all on-site activities	PASS/FAIL		
2	6.2	The Bidder's team shall be on-site within 8 weeks after issuance of an agreed Work Order, unless advised otherwise by the Commission.	PASS/FAIL		
3	6.3	The Bidder is an established provider of subsea services as set out in these Terms of Reference and the key staff has provided such services in diving and subsea cable or pipeline maintenance operations for a period of at least 3 consecutive years within the last 5 years.	PASS/FAIL		
4	6.4	The Bidder can provide and operate a suitable diving support vessel.	PASS/FAIL		
5	6.5	The Bidder's team and all equipment provided are appropriately qualified/certificated to conduct the required diving and diver support vessel services in Western Australia and that all works that will be undertaken will be fully compliant with all rules and regulations.	PASS/FAIL		
6	6.6	The Bidder or the Bidder's facility shall be located in Australia.	PASS/FAIL		
7	8	The Bidder shall provide Environmental Policy/Statement.	PASS/FAIL		
8	9	The Bidder shall provide statement for accredited QMS system including copies of certificates.	PASS/FAIL		

STEP2: WEIGHTED CRITERIA

Only bidders who pass all above criteria will be considered for stage 2 of the technical evaluation process.

Failing one of the criteria in Step 2 will not result in the entire technical proposal failing provided that the technical proposal obtains a minimum score of 351.

No.	Ref No. in TOR	Technical Evaluation: Weighted Criteria	Points and Scoring		
			Max Points	Weight/Factor	Max Score
1	Overall	Bidder based in Western Australia (3 points will be given to bidders in Australia, 5 to bidders in Western Australia)	5	10	50
2	2	Understanding of the Commission's requirement. Proposal Quality and compliance with the RFP requirements.	5	9	45
3	2.3.1	Response to Technical Task 1: Diver inspections of sections of the cable installation	5	10	50
4	2.3.2	Response to Technical Task 2: Diver cable installation maintenance actions (planning and execution)	5	10	50
5	Overall	Previous experience of cable/split pipe/pipeline inspections or similar for 3 consecutive years within last 5 years	5	10	50
6	Overall	Previous experience of conducting maintenance on cable/split pipe/pipeline or similar for 3 consecutive years within last 5 years	5	8	40
7	7.2	Experience of dive team for 3 consecutive years within last 5 years	5	8	40
8	2.1	Understanding of, and compliance with relevant diving regulations	5	8	40
9	3.2	Proposed dive support vessel(s) (relevance to the Terms of Reference)	5	9	45
10	2.3	Additional equipment availability (relevance to the Terms of Reference)	5	7	35
11	2.3.3 / 3.4	Report preparation experience (relevance to the Terms of Reference)	5	6	30
12	2.1	Previous experience of obtaining permits, issuing notices and stakeholder engagement (relevance to the Terms of Reference)	5	6	30
13	7.1	Project Manager and CV	5	9	45
14	7	Other key project staff and CVs	5	7	35
TOTAL - Technical Evaluation					585

TABLE 2 - Scoring

Points	Explanation - to be considered when assigning the points
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Weak - Does not meet the minimum technical, functional, or performance related criterion.
3	Good - Meets the minimum requirements of the criterion.
4	Very good - Exceeds the minimum requirements of the criterion in some areas.
5	Excellent - Exceeds the minimum requirements of the criterion in all areas.

Attachment 3 - Financial Proposal Form

1. This Financial Proposal Form contains Part 1: Example Pricing for Initial Baseline Work Order and Part 2: Schedule of services, goods and prices. The bidder is requested to fill in both Parts as part of their Financial Proposal.
2. All individual costs should be stated in Euro or US Dollars.
3. The bidder is requested to submit the dully signed Financial Proposal Form in PDF format.
4. The bidder is requested to submit the Financial Proposal Form in Excel format.
5. In principle the Commission is exempt from taxes. The bidder shall state that Taxes are NOT included in the prices; or no taxes are applicable under the contract, or the Financial Bid includes no taxes.

Part 1: Scenario Pricing for Initial Baseline Work Order

A Work Order for the conduct of the pre-identified baseline requirement for on-site works, that are provisionally scheduled to be undertaken during the austral summer 2025 or as soon as possible thereafter, will include (but may not be limited to) the undertaking of the tasks as detailed below.

The bidder is requested to provide example prices for the Work Order based with full descriptions and separate fixed price cost breakdowns for each of these tasks.

The costs are to be fully inclusive, e.g. include subsistence, transport, fuel, lodgings, insurance, routine consumables, weather forecasting service (if not available publicly at no cost)

and provision of all necessary baseline diving equipment including underwater video/photo camera.

All assumptions made shall be stated. This scenario pricing shall aid the Commission in the financial evaluation of the proposals.

Diving inspection tasks for this example: as per TOR Section 2.3.1 Call-Off Service Category 1: Diver inspections of sections of the cable, with operations (diving and extensive video/photo documentation only) out to KP0.2, water depths approximately 1 – 10 m.

Note this list is purely for the purposes of financial evaluation of the Bidder's proposal and does not represent the actual work to be done.

The actual list of tasks will be agreed between the Commission and the Contractor during the course of the contract based on the rates in the schedule of services, goods and prices

Item	Item Description	Unit	Quantity	Unit Price in EUR or USD	Total Price in EUR or USD	Comments/Breakdowns/Assumptions
Project Manager		Day	10		\$0.00	
Dive Team Leader / Permit Manager (office based)		Day	10		\$0.00	
Administrative Project Support (office based)		Day	5		\$0.00	
Preparation for Mobilisation to the Site	Preparing and packing equipment, liaison with the Commission. Provision of weather forecasting service. Award of necessary permits/permissions and issue of notices.	Lump Sum	1		\$0.00	
Mobilisation to Site*	Including mobilising of dive team, diver support vessel and all required equipment.	Lump Sum	1		\$0.00	
On-site Operations*	On-site team, including dive team and support vessel. Daily meetings and daily reports. Conduct of diving inspection tasks for this example. Videos and photographs. Include cost of materials to be used.	Day	4		\$0.00	
Demobilisation from Site*	Including demobilising diver support vessel and all equipment.	Lump Sum	1		\$0.00	
Day of Weather Delay Standby*	On-site team, including dive team and support vessel. Daily meetings and daily reports.	Day	1		\$0.00	
On-Site Works Report Preparation (large report)	Including provision of photographs and videos (above water and underwater footage).	Lump Sum	1		\$0.00	
Total Scenario Pricing					\$0.00	

*These units are to include vessel (the Bidder's internal vessel or third-party vessel located in Augusta/Cape Leeuwin or elsewhere including expected fuel usage), dive team and support team costs and lodging costs and food costs.

The Bidder shall detail how the unit costs for the items with asterisk are obtained from the rates defined in Part 2 Schedule of services, goods and prices below.

Part 2: Schedule of services, goods and prices

1. The costs are to be fully inclusive, e.g. include subsistence, transport, fuel, lodgings, insurance, routine consumables, weather forecasting service (if not available publicly at no cost) and provision of all necessary baseline diving equipment including underwater video/photo camera. All assumptions made shall be stated if any.

2. The Bidder may add lines under Item No. 6. Equipment Tool Hire and 7. Consumables.

No.	Item	Details	Unit	Fixed Unit Price for Initial 3 years in EUR or USD	Fixed Unit Price for optional 2 years in EUR or USD	Bidder's Comments
1 Preparation for Mobilization						
1.1	Preparation for Mobilization	Liaison with CTBTO Seeking permits/approvals as applicable Diving equipment preparation Diving operations plan preparation	Lump Sum			
2 Mobilization to site						
2.1	contractor's internal vessel	Mobilization of personnel to Augusta Transportation of vessel to work site Setup of diving equipment on the vessel Vessel launch and readiness checks	Lump Sum			
2.2	third party vessel not located in Augusta/Cape Leeuwin	Mobilization of personnel to Augusta Setup of diving equipment on the vessel Vessel launch and readiness checks Vessel ready in the water at Augusta	Lump Sum			
2.3	third party vessel located in Augusta/Cape Leeuwin	Mobilization of personnel to Augusta Transportation of vessel to work site Setup of diving equipment on the vessel Local vessel ready in the water at Augusta	Lump Sum			
2.4	external/additional vessel master	Vessel master for 3rd party vessel, or from external provider	Lump Sum			
2.5	external/additional dive supervisor	Dive supervisor for 3rd party vessel, or from external provider	Lump Sum			
2.6	external/additional senior diver	Senior dive team member for 3rd party vessel, or from external provider	Lump Sum			
2.7	external/additional standard diver	Standard dive team member for 3rd party vessel, or from external provider	Lump Sum			
3a Daily On-Site Operations - Weekdays						
3.1a	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.2a	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.3a	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.4a	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			

3.5a	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
3.6a	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
3b Daily On-Site Operations – Weekend Days and Local Public Holidays						
3.1b	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.2b	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.3b	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
3.4b	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
3.5b	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
3.6b	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
4a Weather Delay Stand-By – Weekdays (vessel tied up at pier or otherwise on standby with engines off)						
4.1a	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			

4.2a	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
4.3a	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
4.4a	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
4.5a	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
4.6a	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
4b	Weather Delay Stand-By – Weekend Days and Local Public Holidays (vessel tied up at pier or otherwise on standby with engines off)					
4.1b	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
4.2b	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
4.3b	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Day			
4.4b	contractor's internal vessel	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			

4.5b	third party vessel not located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
4.6b	third party vessel located in Augusta/Cape Leeuwin	Vessel rate Port/berth fee/daily launching fee (as applicable) Dive team (incl. external team members as per line items 2.4 – 2.7, if applicable) Dive equipment Standard diver tools Local accommodation and victualling	Half-Day			
5 Demobilization from Site						
5.1	contractor's internal vessel	Demobilization of personnel from Augusta Transportation of vessel from work site Demobilization of equipment	Lump Sum			
5.2	third party asset not located in Augusta/Cape Leeuwin	Demobilization of personnel from Augusta Transportation of vessel from work site Demobilization of equipment	Lump Sum			
5.3	third party vessel located in Augusta/Cape Leeuwin	Demobilization of personnel from Augusta Transportation of vessel from work site Hand-back of vessel locally in Augusta/Cape Leeuwin	Lump Sum			
5.4	external/additional vessel master		Lump Sum			
5.5	external/additional dive supervisor		Lump Sum			
5.6	external/additional senior diver		Lump Sum			
5.7	external/additional standard diver		Lump Sum			
6 Equipment Tools Hire (if/as needed)						
6.1	Hydraulic underwater drill		Day			
6.2	Hydraulic underwater saw		Day			
6.3	Hydraulic underwater grinder		Day			
6.4	Hydraulic underwater jackhammer		Day			
6.5	Underwater water jetter		Day			
6.6	Underwater water dredge		Day			
6.7	Any any other underwater hydraulic tools envisaged. The Bidder may add lines if necessary.		Day			
7 Consumables						
7.1	Protectorshell PS/200/440/10	Multiples of six half-shells, assuming three full-sections of split-pipe used to repair and cover one failed section from both ends	six (6) half-shells			
7.2	Denso™ tape	Includes: -Denso glass outer wrap -Standard Denso tape -Preparation and shipping	m			
7.3	Zinc plates and clamps to fix to cast-iron split pipe	For corrosion protection of existing or repaired cast-iron split pipe sections	Set			
7.4	Other envisaged main consumables. The Bidder may add lines if necessary.					
8 Reporting and Documentation						
8.1	Small Report		Lump Sum			
8.2	Large Report		Lump Sum			
9 Staff Costs Management, Engineering, Office						
9.1	Project Manager		Day			
9.2	Diving Asset Manager		Day			
9.3	Project Engineer		Day			
9.4	Health & Safety Advisor		Day			
9.5	Legal/Permit Advisor		Day			
9.6	Administration/Project Support		Day			
9.7	Project Manager		Half-Day			
9.8	Diving Asset Manager		Half-Day			
9.9	Project Engineer		Half-Day			
9.10	Health & Safety Advisor		Half-Day			
9.11	Legal/Permit Advisor		Half-Day			
9.12	Administration/Project Support		Half-Day			

PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES

Given the current logistics restrictions at the Vienna International Centre as a result of the COVID-19 situation, the Commission invites you to submit your sealed bids in response to **Request for Proposal No. 2024-0103/STOMOV:Diving and Subsea Cable Maintenance Services for Hydroacoustic Station HA01, Cape Leeuwin (Augusta), Western Australia on a Call-Off Basis.**

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

CRITICAL INFORMATION:

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

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

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

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

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

INSTRUCTIONS:

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

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we'll use 7-zip as an example.

(You can download the 7-zip code for Windows at: 7-zip.org)

Creating the archives for submission

Regardless of whether the bid is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your bid in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the bid for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual bid.) Assuming further that you have installed the 7-zip software on the Windows system you are using. We will only go through the creation of the Technical bid component; the Financial bid component is similar.

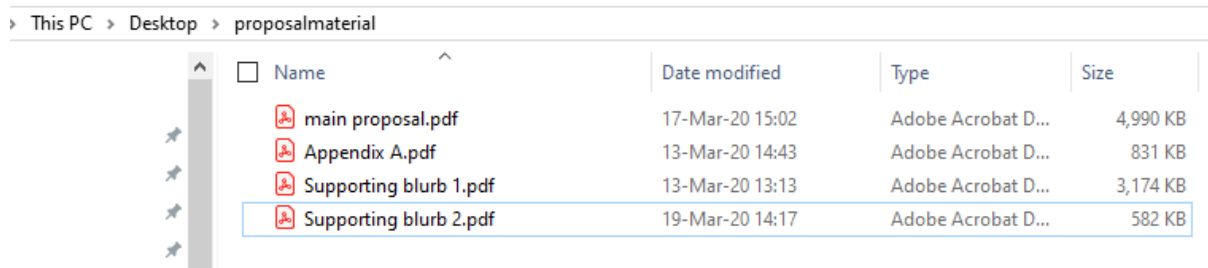


Figure 1 An example set of files to be submitted

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “>” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

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

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner. **Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial bids.**

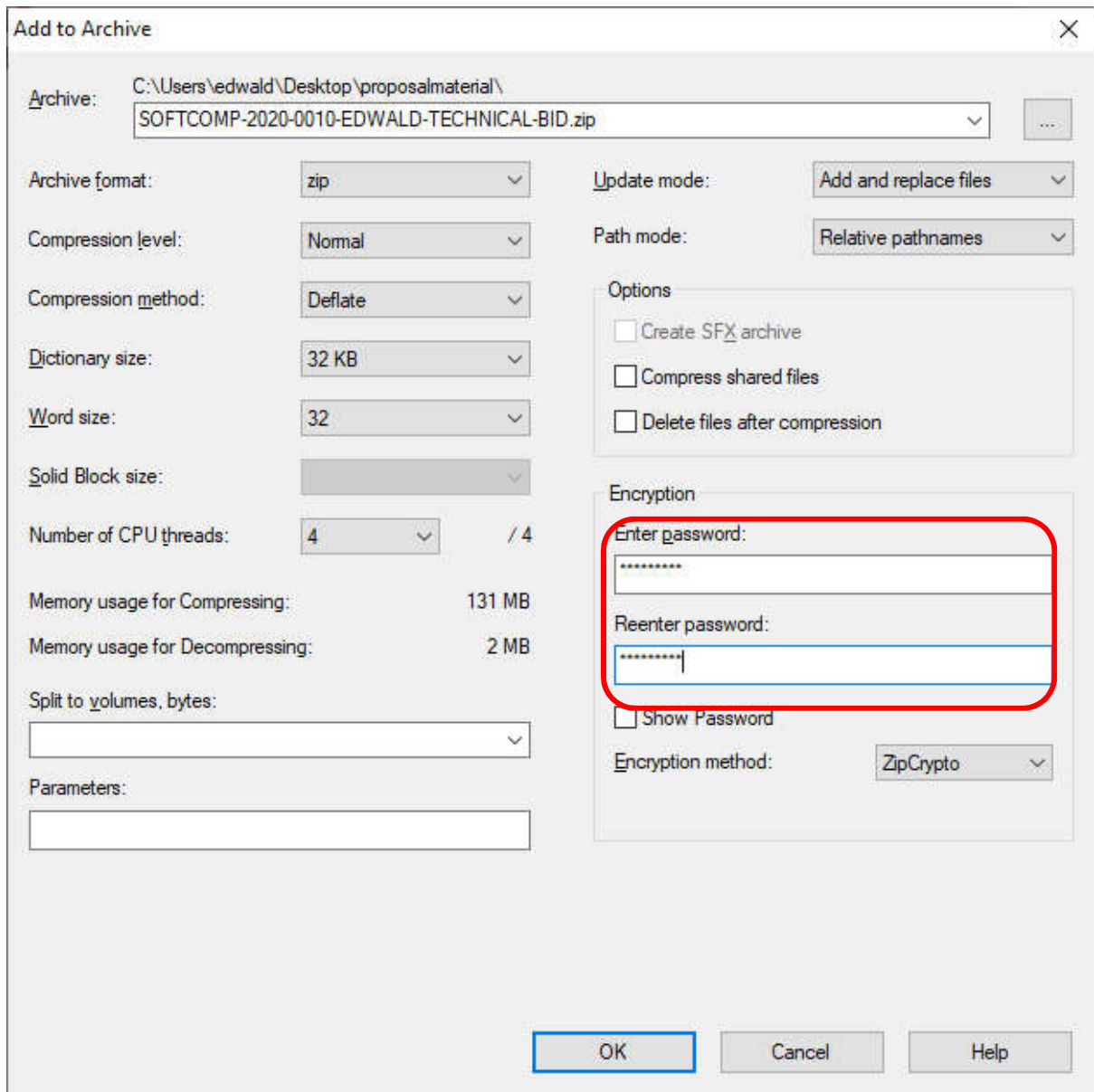


Figure 2 Creating an Archive

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.)

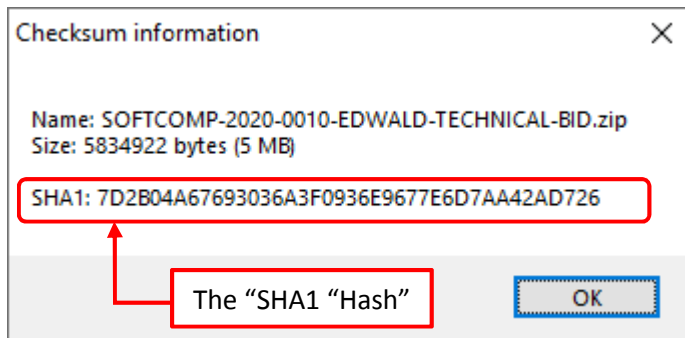


Figure 3 SHA1

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 Bid and the Financial Bid archives as attachments. The text of the email should contain the SHA1 information for both archives.
SEND THIS TO: sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Bid" the contents of which must contain the Encryption Key for the Technical Bid (the password you used when creating the Technical Bid). (Again, note the underscore between 'bid' and 'keys'.)
SEND THIS TO: bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Bid to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Bids to the sealed_bids@ctbto.org mailbox. **You shall only send the Encryption Key for the Financial Bid**

to the Commission if and when informed by the Commission that your Technical Bid had been evaluated as “technically acceptable”.

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

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

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

STATEMENT OF CONFIRMATION

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

- a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.
- d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation.
- g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:
 - a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
 - b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
- h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹
- i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website:
<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

¹ <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

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) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION		
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 CONTRACT

between

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

and

[NAME OF THE CONTRACTOR]

for

**DIVING AND SUBSEA CABLE MAINTENANCE SERVICES FOR THE
IMS HYDROACOUSTIC STATION HA01, CAPE LEEUWIN (AUGUSTA),
AUSTRALIA, ON A CALL-OFF BASIS**

This Model Contract comprises this cover page, 12 (twelve) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)

October 2024

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MODEL CONTRACT

This CONTRACT is entered into between THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as “the Commission”), having its headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and «SS_NAME» (hereinafter referred to as “the Contractor”), having its principal office located at XXXX, XXXX.

The Parties hereto 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 dated XXX.

“**Contract**” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 20 below.

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

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

“**Services**” means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission under the WO.

“**Station**” means Hydroacoustic Station HA01, Cape Leeuwin (Augusta), Western Australia.

“**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.

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

Work Orders (‘WO’) mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

2 AIM OF THE CONTRACT

The aim of this Contract is to provide “Diving and Subsea Cable Maintenance Services for the IMS Hydroacoustic Station HA01, Cape Leeuwin (Augusta), Australia, on a call-off basis” to the Commission, as and when required by the Commission.

3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the “**Effective Date**”) and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Work in the form of WO within a period of 3 years from the Effective Date (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of the Work (hereinafter referred to as “**Commencement Date**” and “**Completion Date**”, respectively) will be set out in the respective WO. This sub-clause (b) shall also apply to any extension exercised under sub-clause (c) below.
- (c) The Commission shall have the option to extend the Call-off Period once for a two (2) years period, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the Contract. The optional extension will be implemented through a written notification to the Contractor by the Commission.

4 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.

5 RESPONSIBILITIES OF THE CONTRACTOR

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

6 ORGANISATION OF CONTRACT IMPLEMENTATION

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual WO in accordance with the requirements of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through a WO. However, the Contractor may propose WOs for Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may propose revising a WO as and when it may deem necessary. Any such revision is subject to mutual agreement by the Commission and the Contractor.

- (f) If during or prior to mobilization, consumables that do not form part of the list in Annexes B and/or C of the Contract are needed, the Commission may request the Contractor to purchase or rent the consumables if the cost of the consumables does not exceed 10 % of the WO value. The Contractor shall immediately provide the Commission with the relevant technical specifications of the consumables in question, as well as the costs. The Commission shall, as soon as possible, assess the information provided by the Contractor to determine if it is appropriate. The Commission may issue or revise WOs in accordance with Clause 5, which may include the item or items in question. At the time of payment the Contractor shall submit to the Commission supporting documentation of costs actually incurred for such consumables.

7 WARRANTY

- (a) The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.
- (b) Based on the Goods required to be delivered within each WO, both Parties may mutually review the applicability of the minimum 24 months Warranty and may mutually agree to remove the requirement for a Warranty or reduce the minimum period of Warranty. Any such change shall be documented in the Commission's WO.
- (c) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

8 PERMITS, NOTICES, LAWS AND RULES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9 PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's or the Station's premises and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property on the Commission's or the Station's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of

them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

10 RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Services are carried out in accordance with Annexes B and C, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

11 CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:

- (i) For each WO issued during the firm Call-off Period specified in Clause 3(b), the firm fixed unit prices pursuant to Annex C.
- (ii) For each WO issued during the optional extension of the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex C.

(hereinafter referred to as the “**Contract Price**”).

- (b) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
- (d) [Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 below.

OR

No Taxes are applicable under this Contract.

12 PAYMENT

- (a) The Contract Price shall be paid in arrears upon satisfactory completion of each WO and submission of the following:
- i) Invoice drawn up in accordance with this Clause 12;
 - ii) **[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THIS PARAGRAPH SHOULD BE OMITTED:]** Documentation referred to in sub-Clause 12 (e) below supporting any Taxes paid; and
 - iii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will 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 invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice, either by mail/courier or as an attachment to an email, directly to the relevant Party specified in the Notices Clause. 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.
- (e) **[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THIS PARAGRAPH SHOULD BE OMITTED:]** [Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the

Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation].

13 TEMPORARY SUSPENSION OF WORK

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

14 DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Commission's or the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14(a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15 CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of

time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

16 ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C and the WOs shall constitute integral parts of this Contract and shall be of full force and effect.

17 DISCREPANCIES

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

- (i) This document;
- (ii) 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 WO.

18 SEVERABILITY

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

19 NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

20 CONTRACT AMENDMENT

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

21 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address, facsimile number 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
Fax: + (43 1) 26030 5948
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 related enquiries:

Payments@ctbto.org

- (b) The Contractor:

XXX

22 EFFECTIVENESS

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

- (i) if delivered in person, at the time of delivery;*
- (ii) if by registered mail or courier, when received;*
- (iii) if by fax, when received in legible form;*
- (iv) if by electronic communication, when retrievable by the Commission in document form.*

- (b) A communication given under Clause 22(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

23 WEIGHTS AND MEASURES

The Contractor shall use metric units to the greatest extent possible, except when other units, such as e.g. nautical units, geographical units or imperial units are required for operational reasons or compatibility with equipment or services used by the Contractor in the performance of the Work. Tables for conversions between other units used and metric units shall be provided to the Commission upon request.

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

[Name and position]

Date: _____

Place: Vienna, Austria.

For and on behalf of **[NAME OF THE 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

Annex B

Terms of Reference

Diving and Subsea Cable Maintenance Services for the Hydroacoustic Station HA01, Cape Leeuwin (Augusta), Australia, on a Call-off Basis

1 Background

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organisation (the Commission) installed the International Monitoring System (IMS) cabled hydrophone hydroacoustic station HA01 in Cape Leeuwin (Augusta, Western Australia) in 2001.

Hydroacoustic stations, together with other stations within the Commission's IMS, monitor the globe for signs of nuclear testing. Information about IMS hydroacoustic stations can be found here - <https://www.ctbto.org/verification-regime/monitoring-technologies-how-they-work/hydroacoustic-monitoring/>.

The HA01 station's underwater system (UWS) is cabled to shore using a surface laid armoured electro-optical trunk cable encased in articulated iron split pipe out to ~700 m offshore. The UWS includes a seawater return cathode which is installed ~700 m offshore and also cabled to shore. The cathode cable is also routed inside the single run of split pipe that encases the trunk cable. The cables are landed in Storm Bay (~2 km south of the Augusta River entrance).

The Commission's HA01 sustainment programme includes periodic diver inspections of the nearshore split pipe and cathode, and the enactment of limited split pipe repairs or cable stabilization actions as and when required. Since March 2018 the Commission has conducted diver inspections of the nearshore cable section of HA01 in a normally yearly cadence. These inspections revealed from time to time issues from the shoreline out to ~100 m offshore with regard to a number of failing split pipe sections, extensive split pipe corrosion and split pipe suspensions on isolated rocks, Figure 1. To date, eleven (11) anomalies have been identified from the shore-line out to the Kilometre Point 0.1 (KPO.1) mark, i.e. the hundredth meter from the shore line along the cable. Two (2) of these anomalies have been repaired by divers, one using Denso™ tape and one using cast iron split pipe sections of larger diameter than those already in-place to encase the existing split pipe with an additional outer cast iron protection.

Out to ~100 m offshore the sea bottom comprises sand with isolated larger boulders and fields of small boulders. The sand is highly mobile; sand levels have been seen to change on a day-to-day basis by in excess of 50 cm, therefore the burial condition of the cable near-shore can change significantly between surveys, and sometimes from between days within a given survey campaign.

Between ~100 - 300 m offshore the split pipe routes through a field of larger boulders.

These Terms of Reference (ToR) define *call-off diver and subsea cable maintenance services* to support the sustainment of HA01's nearshore split pipe, cathode and cables, for the continued longevity of this monitoring station. Provision of these call-off services is required for a period of 3 years from the entry into force of the Contract. The Commission reserves the right to extend this call-off contract for an additional period of 2 years.



Figure 1: Approximate nearshore cable route (white dashed line); inserts show some of the identified anomalies: sections of failing split pipe at KP0.039 and KP0.060 previously repaired, and newly identified failed split pipe at KP0.097 exposed on a rock, as-found during a December 2023 diver inspection. The status of cable burial seen in the aerial photograph is not the same as status of burial when the three insets were photographed. Note: the background photograph is not oriented northward.

2 Requirements

2.1 On-Site Call-off Services

The Commission requires the provision of on-site call-off services in the following activity categories:

- Call Off Service category 1: Diver inspections of sections of the cable installation.
- Call Off Service category 2: Diver cable installation maintenance actions (planning and execution).

The Commission will request the Contractor to perform the required call-off services through issuance of Work Orders. Unless otherwise agreed between the Commission and the Contractor, the Contractor's team shall be on-site no later than 8 weeks after the issuance of a Work Order.

It can be expected that on-site works will more likely be conducted during the austral summer (September – April). Works may be conducted outside the austral summer period upon prior agreement between the Commission and the Contractor, if required by operational needs and if suitable weather conditions allow.

All works conducted shall be fully compliant with all relevant rules and regulations, e.g. divers, boat skipper and vessel are to be appropriately certificated to undertake the required works.

2.2 Baseline On-Site Work Requirements

If and as requested by the Commission, the Contractor shall perform the below baseline work. The Commission may, at its sole discretion, request additional work related to the scope of this Contract beyond the baseline requirements, as may be agreed with the Contractor in accordance with the relevant Work Order.

- Review of reports and footage from previous near-shore diver inspections and maintenance works conducted at the HA01 site by previous contractors. These materials will be made available by the Commission to the Contractor.
- Review report and recommendations on viable stabilization methods for the near-shore cable and split pipe at the HA01 site. These materials will be made available by the Commission to the Contractor.
- Based on the outcome of the above two reviews, provide a recommended list of urgent action items that should be addressed at the first on-site diver inspection under this Contract, including possible suggestions for sustainment actions.
- Diver inspection (Call-Off Service Category 1) and maintenance action (Call-Off Service Category 2) as early as possible in 2025.
- The scope of the services under this baseline work order is to include a visual inspection of the first 200m of cable (out to KP0.2), and sustainment actions (e.g. Denso™ tape repair or placing additional sections of wider-diameter split pipe around failed sections of as-laid split-pipe) on identified sections of split pipe. The scope of the sustainment actions is to be agreed by the Commission and the Contractor upon the request of the baseline Work Order 1 is issued by the Commission.

The baseline on-site works and any other work requirement will be ordered through the issuance of Work Orders which will be developed in collaboration with the Contractor.

2.3 General Information

2.3.1 Call-Off Service Category 1: Diver inspections of sections of the cable

- Most of the diving operations and maintenance actions will be conducted between the shoreline out to KP0.2 along the cable from the shore line (water depths approximately 1 – 10 m). Dives further offshore may be tasked, these will likely be conducted up to 2 km offshore in water depths of up to 20 m, but may also be further offshore and to deeper depths if required and agreed between the Commission and the Contractor.
- There will likely be a limited requirement for diver maintenance actions further offshore than ~200 m.
- The dives will likely be a combination of beach dives and dives from a support vessel.
- A dive support vessel will be required to support ***all*** dives including beach dives where the support vessel will provide safety boat cover, and may be used to deliver equipment to the dive site.

- The Contractor shall obtain all required permits and permissions, and issue all required notices.
- The Contractor shall liaise as required with all relevant stakeholders.
- It is possible to launch and operate the dive support vessel from the Augusta Boat Harbour Facilities (Appendix E).
- Overnight storage for the dive support vessel on a road trailer is available at the HA01 shore facility site.
- There is a dive shop in Augusta.

2.3.2 Call-Off Service Category 2: Diver cable maintenance actions (planning and execution)

- Split pipe maintenance actions may require excavation of the split pipes, preparation of the split pipe surface, the application of Neoprene or other rubber wrappers, and/or Denso™ tape, and/or metal clamps, and/or the application of an outer protective layer such as suitable wide-diameter split pipe (see as an example Fig. 2), and/or grout and/or other protection measures such as resins and putties.
- Lifting of split pipe sections to enable application of maintenance materials may require use of mechanical jacks and simple trapezoidal lifting frames to obtain the working space necessary for divers to work all around the cable/split pipe.
- Excavation of the split pipe in preparation for maintenance actions involving installing stabilizing measures may require removal of sand cover to expose bedrock; this may likely require the use of sand airlift equipment.
- Maintenance actions may require installation of stabilizing measures in the form of rock bolting, biodegradable bags of whitewashed sand (not durable), or more durable grout encased in jute (or similar) bags secured together using e.g. steel bar, or other appropriate stabilizing measures to be agreed between the contractor and the Commission.
- The Contractor shall inform itself fully about environmental constraints applicable to the area of operations, such as nature protection requirements or proximity to aquaculture farms and associated requirements.
- The Contractor shall inform itself fully about culturally sensitive sites and associated constraints applicable to the area of operations.
- Material to be used in any split pipe maintenance actions and stabilization works are to be compliant with local laws and environmental regulations, pre-approved by the Commission and purchased by the Contractor in accordance with the Contract.

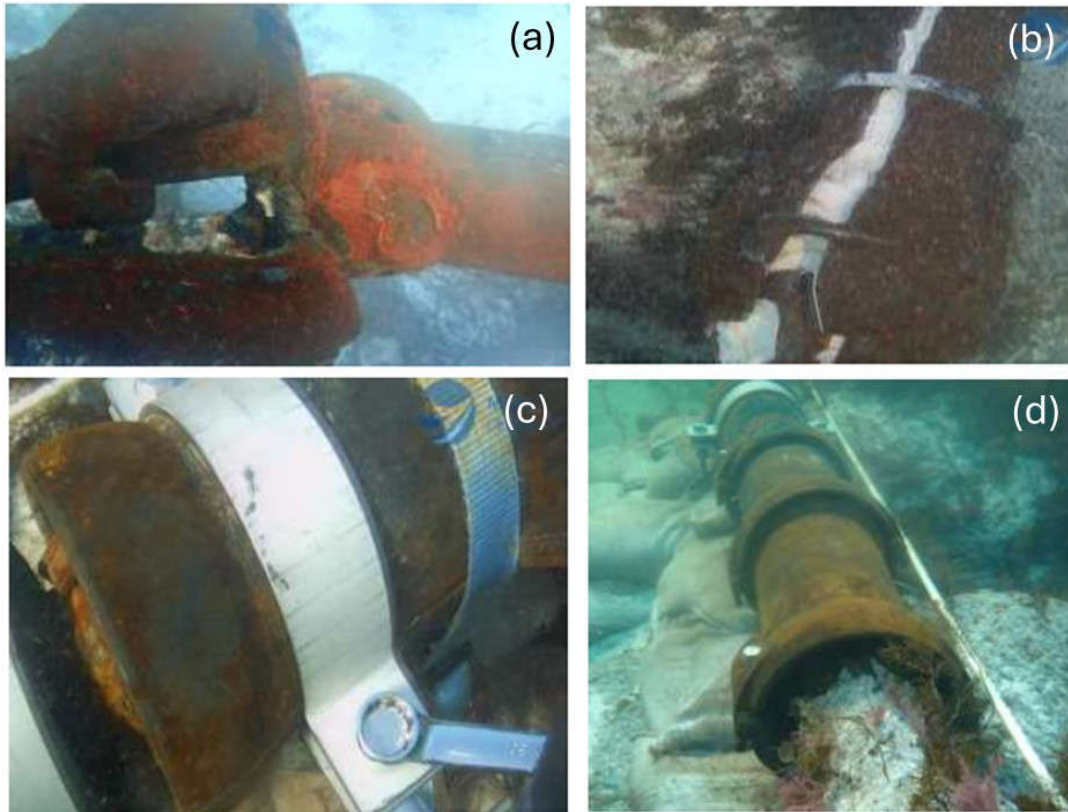


Figure 2: Example of repair of failed section of split-pipe at KP0.060 in June 2023. (a) failed section of split pipe before repair. (b) After application of Denso™ tape to protect interior cable and closing of failed split pipe sections. (c) After application of additional external split pipe (in this case Protectorshell PS220/440/10) and locking with steel clamps. (d) Completed repair of failed split pipe, with support provided by biodegradable whitewashed sand-bags. Note that the sandbags have since dissolved and the situation of this repaired section of split-pipe is as shown in the Figure 1 inset.

A perspective of the presently known split-pipe anomalies (including repaired ones) from the shore line to KP0.1 is shown in Figure 3. See Appendix C with photos and descriptions corresponding to each feature identified in the pictogram of Figure 3.

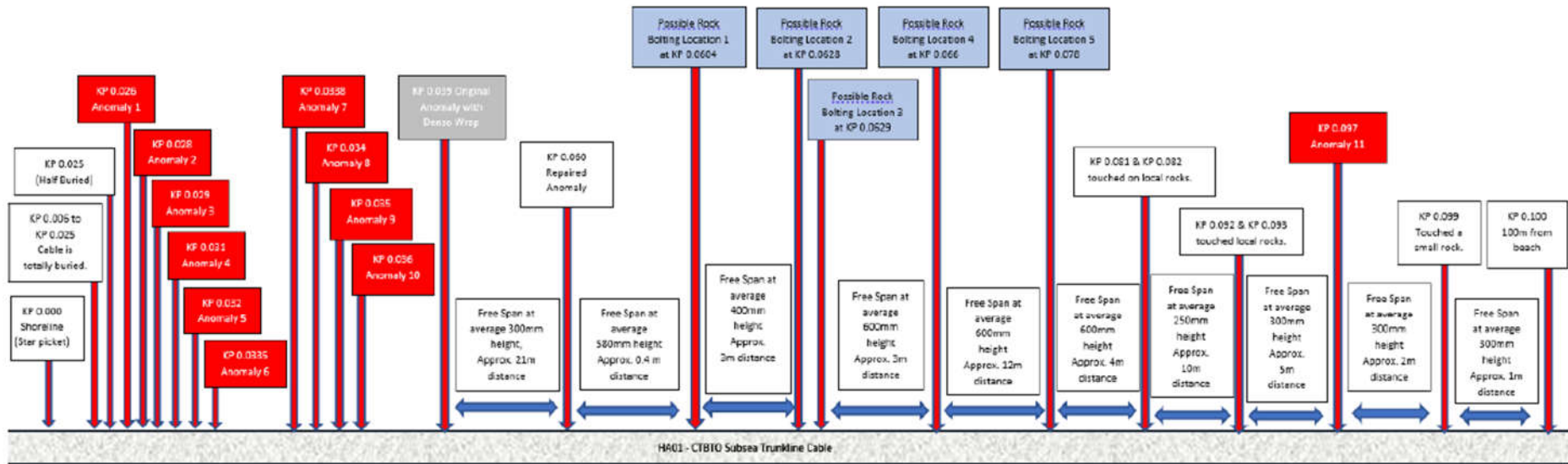


Figure 3: Pictogram of the as-found diver survey of December 2023, with identified and repaired anomalies and potential rock-bolting locations out to KP0.1.

2.3.3 Reporting

- A Report covering the conduct of all off-site works (i.e. study/assessments/planning) and on-site works, issues encountered and recommendations for future works shall be submitted by the Contractor.
- The Contractor shall submit to the Commission extensive video and photographic records showing the conduct of all works and the completed works. The video and photographic records shall be spatially referenced in terms of KP location along the cable to the best extent possible, and within reasonable limits.

2.3.4 Weather Forecasting Service

- In support of on-site task planning, the Contractor shall make use of a reliable and detailed local weather forecasting service; a weather service from Meteogroup has previously been used to support marine activities at HA01 (<https://www.meteogroup.com>). However, the Contractor may propose a choice of weather forecasting services (contracted or publicly available) that they consider to be reliable for the area.
- The monitoring of weather forecasts shall start at least one week prior to the start of on-site works and shall end on the last day of mobilization. Forecasts should be updated at least twice per day and shall be made available in PDF format to the Commission's on-site representative.

2.4 Appendixes - Supporting Information

- Appendix A: Nearshore Cable Route and the Cable Shore Landing.
- Appendix B: Cable and Split Pipe Specifications.
- Appendix C: Recent as-found status of HA01 near-shore cable.
- Appendix D: On-Land Access to the Cable Shore Landing Beach Area.
- Appendix E: Australian Nautical Chart 1681 (copy).
- Appendix F: Augusta Boat Harbour Facilities.
- Appendix G: Bathymetric Data from 2019 Multibeam Survey.
- Appendix H: Weather Statistics and Sea Temperature.
- Appendix I: Report Contents Template

3 Tasking, Conducting and Reporting On-Site Services

3.1 Work Orders

On-site works will be tasked through Work Orders. For each Work Order the Commission and the Contractor shall mutually agree:

- The works to be undertaken.
- The works' schedule.
- The estimated number of days required to conduct the works.
- The equipment and staff to be mobilised.
- Personnel level of effort categorized broken down into days or half-days per staff category.
- The consumables likely required.
- Reporting requirements.

3.2 Dive Support Vessel

Prior to each dive team mobilisation, the Contractor shall confirm its final selection of dive support vessel(s) noting that the Commission reserves the right to reject any dive support vessel(s) that it deems unsuitable.

The Contractor shall state the vessel's availability to cover for weather delays and on-site maintenance actions that may be required in addition to the baseline requirement; such requirements will be discussed, agreed with the Commission and addressed in each Work Order.

The Commission may wish to have a representative on the dive support vessel and to film operations. The Contractor shall confirm if such activity can be accommodated on the proposed dive support vessel.

3.3 Daily Activity

Daily activity will be agreed between the Commission's on-site representative and the Contractor's on-site Manager. The Commission's on-site representative may be a sub-contractor to the Commission or an agent of the Commission, the Commission may additionally require their remote participation in such meetings.

Each day on-site the Contractor shall:

- Hold a morning meeting with the Commission to review and confirm the tasks planned for the day.
- Review the weather forecast(s).
- Undertake the agreed works.
- Hold an end of day meeting with the Commission to review progress and prepare an initial plan for the next day's tasks.
- Prepare and issue a daily report which shall include an initial plan for the next day's tasks.

3.4 Reporting

On completion of all the works within a Work Order the Contractor shall issue a Report which is to be supported by videos and photographs. See Appendix J for a detailed outline of a report template.

The Report shall include as a minimum:

1. Detailed description of;
 - a. the tasks performed,
 - b. how the tasks were performed,
 - c. delays/schedule changes encountered,
 - d. equipment used to perform each task,
 - e. issues encountered and their remedy, and
 - f. the results/outcome of the conducted tasks.
2. Recommendations;
3. Appendices shall include;
 - a. daily logs,
 - b. marine/diving logs

- c. granted permits/permissions/notices issued, and
- d. daily weather forecasts.

The Contractor shall submit a draft report in electronic format with supporting videos/photographs approximately 10 working days following the completion of the on-site works. Approximately 5 working days after receipt of the draft report, the Commission will provide its review comments. The final report addressing the Commission's review comments is to be issued approximately 5 working days later. Alternative timelines may be agreed mutually between the Commission and the contractor.

4 Completion of Work Order Tasks and Invoicing

All Work Orders will include a final reporting task. Satisfactory completion of all Work Order tasks will be confirmed by the Commission's approval of this final report. After issuance of this approval, the Contractor may invoice for the works.

5 Estimated Initial Baseline Work Orders

It is estimated that, the Commission may issue the following initial baseline off-site and on-site works. Any subsequent Work Orders will be issued on an as required basis.

- **Off-Site Works - Work Order One:**
 - Kick off teleconference,
 - Contractor review of relevant documentation, and
 - Contractor review of previous diver inspection and survey results.
- **On-Site Works - Work Order Two:**
 - Planning and conduct of a diver inspection of specified sections of the cable route to be undertaken during the austral summer 2024/2025, preferably during Q3-Q4 2024 or otherwise as soon as possible thereafter;
 - Conduct of maintenance actions;
 - as agreed with the Commission.

6 Contractor's Requirements and Qualifications

1. The Contractor's designated Project Manager shall be on-site to manage all on-site activities.
2. The Contractor's team shall be on-site 8 weeks after issuance of an agreed Work Order, unless advised otherwise by the Commission.
3. The Contractor is an established provider of subsea services as set out in these Terms of Reference and the key staff has provided such services in diving and subsea cable or pipeline maintenance operations for a period of at least 3 consecutive years within the last 5 years.
4. The Contractor can provide and operate a suitable diving support vessel.
5. The Contractor's team and all equipment provided are appropriately qualified/certificated to conduct the required diving and diver support vessel services in Western Australia and that all works that will be undertaken will be fully compliant with all rules and regulations.

6. The Contractor or the Contractor's facility shall be located in Australia, with preference for the Contractor to be located in Western Australia.

7 Contractor's Profile/Team

7.1 Off-Site (office based) Project Support Staff

the Contractor shall identify their off-site (office based) project team members/roles e.g. Project Manager, Dive Team Leader/Permit Manager, Administrative Support, etc. that are required for the delivery of this project.

The off-Site Project Staff shall undertake the below listed tasks as follows (the list is not exhaustive):

- Management oversight.
- Administrative and/or logistical support.
- Mobilisation planning.
- Reading and reviewing HA01 related project material.
- Participation in teleconferences.
- Undertaking liaison with permitting authorities.
- Stakeholder liaison.
- Conducting and reporting on ad hoc studies e.g. split pipe repair methodologies.
- Ad hoc report preparation

The following is mandatory Off-site profiles for required Off-Site Staff category required under the Contract:

- Project Manager
- Diving Asset Manager / Permit Adviser
- Administrative / Project Support

It is a requirement that the Contractor's designated Project Manager shall be on-site to manage all on-site activities. The sub-contracting of the on-site Project Manager role is not permitted.

7.2 Dive Team

The Contractor shall provide a dive team and supervisors having experience in diving and subsea cable or pipeline maintenance operations for a period of at least 3 consecutive years within the last 5 years

8 Qualifications Quality Management System

It is strongly preferred that the Contractor has an accredited Quality Management System (QMS) which covers the required services.

9 Environmental Rules and Regulations

The Commission requires that all works are conducted in compliance with all relevant environmental rules and regulations.

Appendix A: Nearshore Cable Route and the Cable Shore Landing

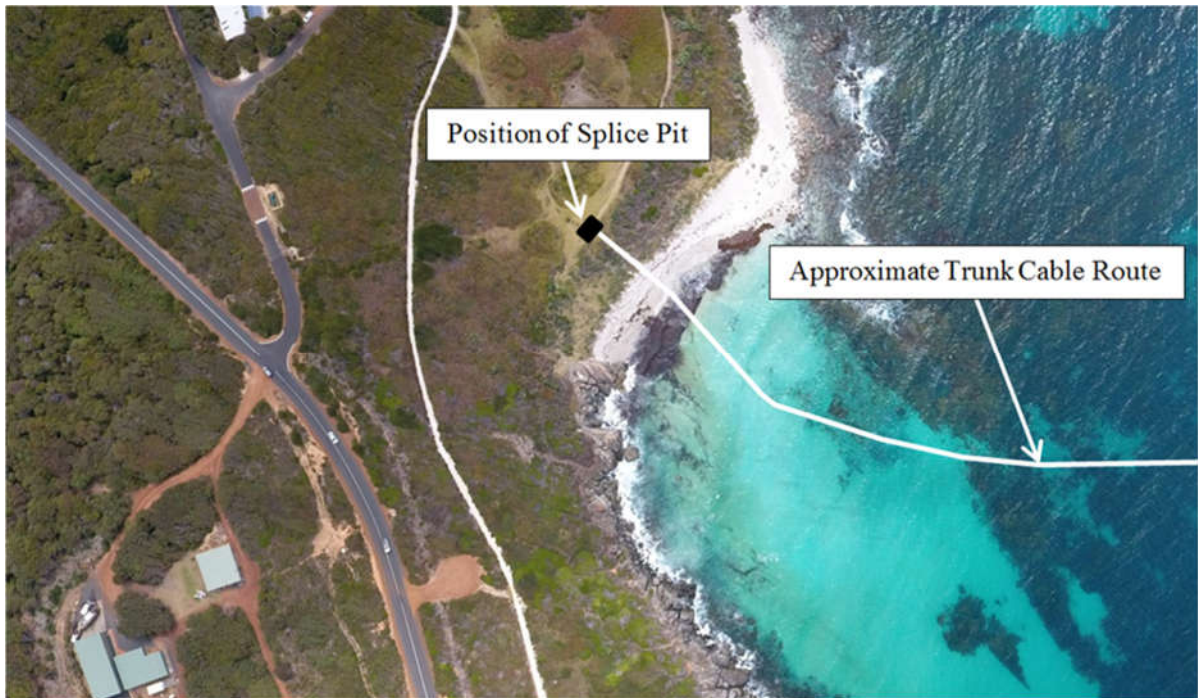


Figure A1: The Cable Landing at Storm Bay and General Layout

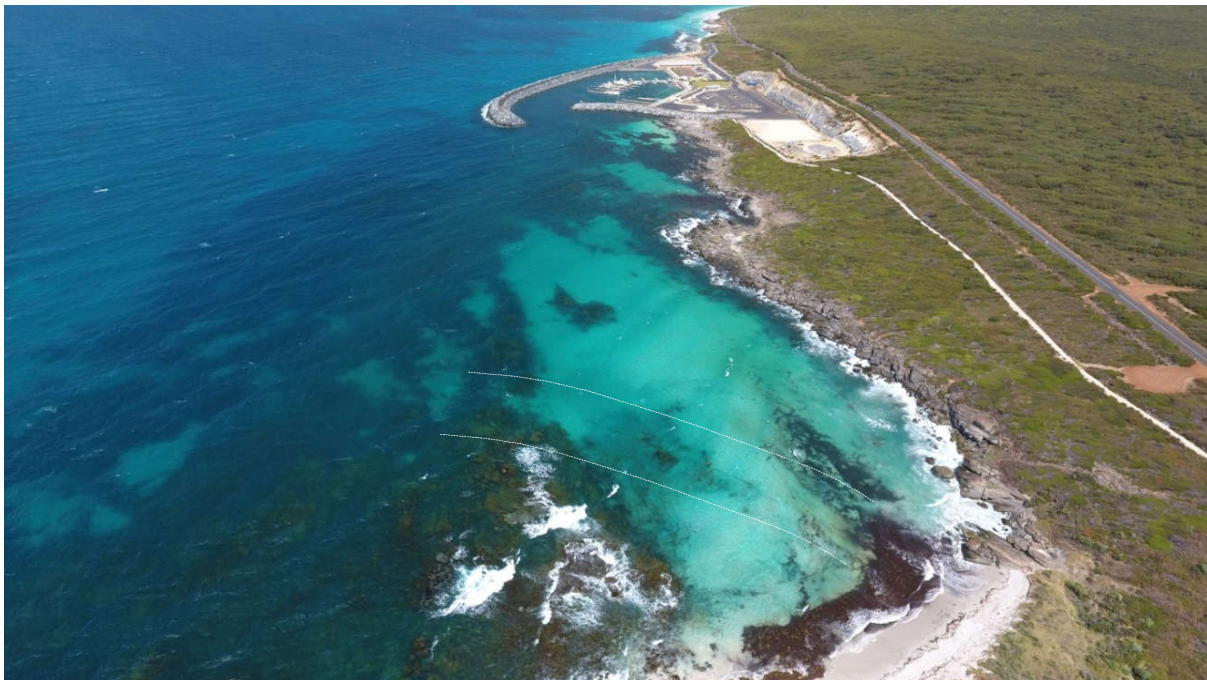


Figure A2: Storm Bay and the Augusta Boat Harbour. The Cable Route Runs between the 2 Dotted Lines



Figure A3: Flinder’s Bay, Seaward Section of Storm Bay and the Augusta Boat Harbour

The trunk cable’s approximate nearshore route out to KP1.66 is detailed in Table A1.

Kilometer Point	Cable Route Positions Easting/Northing (UTM ZONE 50S, WGS84)
KP0.0 (Splice Pit)	6197869 / 331516
KP0.08	6197759 / 331551
KP0.72 (Cathode)	6197476 / 332127
KP0.94	6197351 / 332271
KP1.66	6197083 / 332926

Table A1: Approximate Nearshore Trunk Cable Route Coordinates out to KP1.66

Appendix B: Cable and Split Pipe Specifications

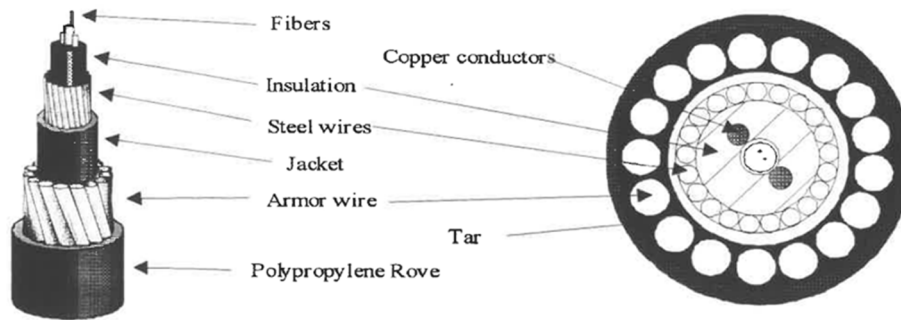


Figure B1: Trunk Cable - Alcatel URC1 Double Armour

Parameter	Value
Outer Diameter	31mm
Weight in Air	~2kg/m
Breaking Strength	~225kN

Table B1: Trunk Cable - Alcatel URC1 Double Armour

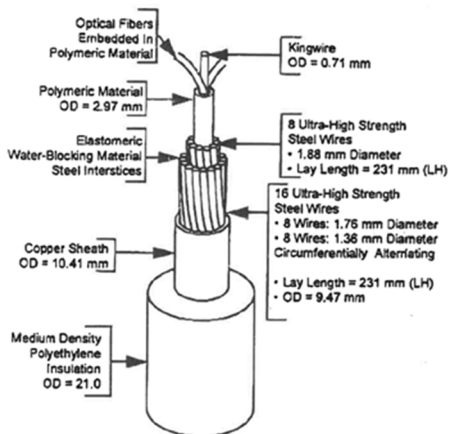


Figure B2: Cathode Cable - Simplex SL LW

Parameter	Value
Outer Diameter	21mm
Weight in Air	0.85kg/m
Breaking Strength	107kN

Table B2: Cathode Cable - Simplex SL LW



Figure B3: Articulated Split Pipe Applied from KP0.0 – KP0.7 at the Time of Installation

Split Pipe Section	Specification (estimated dimensions)
Maximum Outer Diameter	0.195m
Minimum Outer Diameter	0.11m
Section Length	0.51m



Table B3: Approximate Dimensions of the Split Pipe Applied from KP0.0 - KP0.7






Figure B4: Measures of as-installed articulated split-pipe exposed on beach, to determine maximum outer diameter (May 2023) of 195 mm

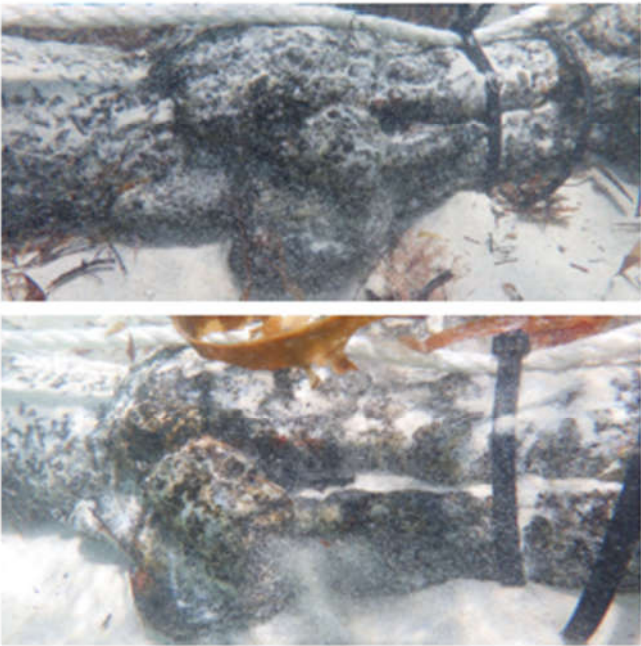
Appendix C: Recent as-found status of HA01 near-shore cable


Highlights of the most recent as-found survey of December 2023, from the beach to KP0.1 .


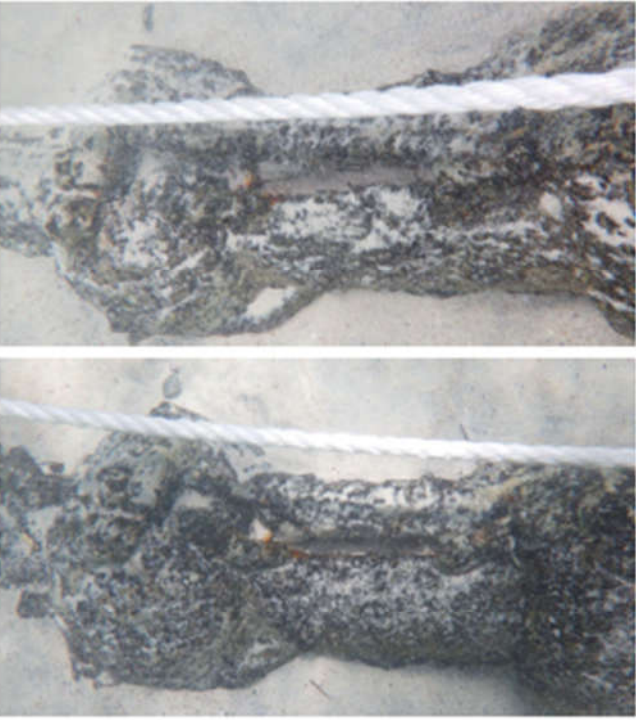
KP	Description:	Video or Photo Reference
0.000	<ul style="list-style-type: none"> • A steel star picket with a yellow safety cap was placed in the sand on the cables land fall side next to the exposed cable and split pipe protector shells. • A 100m length of marked-up polypropylene rope was then connected to the star picket with the divers running the line out from KP 0.000 to KP 0.100 	
0.000 to 0.006	<ul style="list-style-type: none"> • The exposed split pipe protector shells are clearly visible for approx. 6 meters on the beach. • The split pipe protector shells in the surf-zone are 100% covered in hard calcium carbonate scale. 	
0.006 to 0.025	<ul style="list-style-type: none"> • The cable commenced burial from KP 0.006 onwards, approximately 19 meters of cable is fully buried. 	

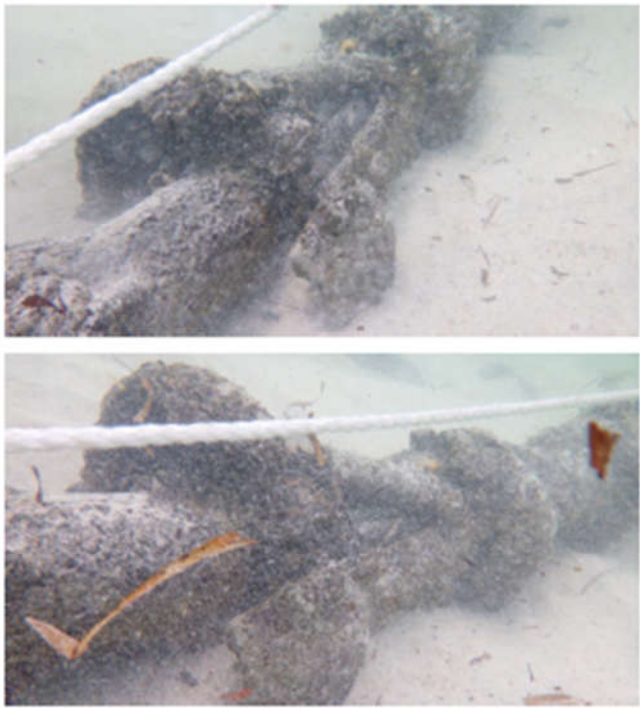
KP	Description:	Video or Photo Reference
0.025	<ul style="list-style-type: none"> The cable exits an underwater sand dune at KP 0.025 Seabed condition: Sandy with a very mobile seabed. WD is approx. <1msw. 	
<p>NOTE: THERE IS 1 SPLIT PIPE SECTION IN GOOD CONDITION BETWEEN KP 0.025 & 0.026</p>		
0.026	<p>ANOMALY 1 sighted:</p> <ul style="list-style-type: none"> Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. It is observed that the damaged split pipe protector shell is half buried and slightly misaligned from the 12 o'clock position with the top and bottom shells at one end showing an all-round opening of approx. 20mm. This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. No inner cables were sighted through the open gaps however a cable tie was found on the damaged split pipe possibly installed by a previous diving contractor (not MMA). <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> The anomaly does not exhibit any obvious signs of major elongation. The 	

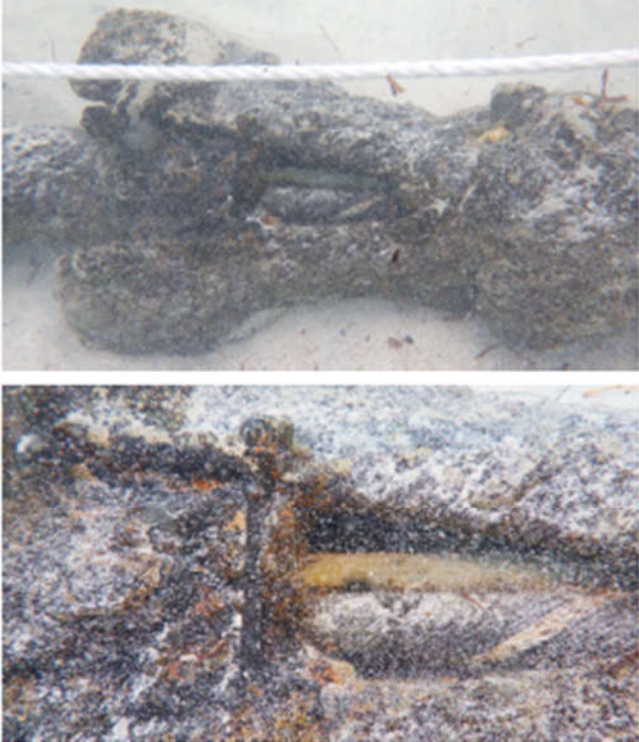
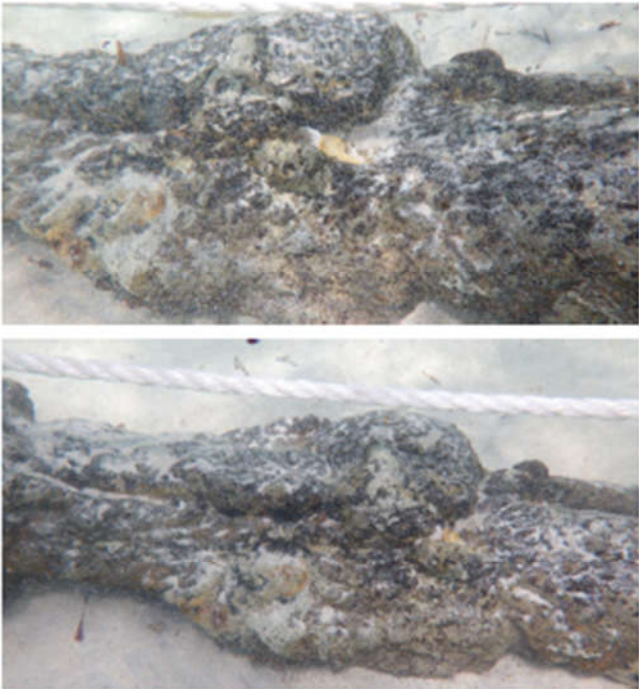
KP	Description:	Video or Photo Reference
	<p>measurement of 800mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2.</p> <ul style="list-style-type: none"> • Seabed condition: Sandy with a very mobile seabed noted. • WD is approx. 1msw. 	
<p>NOTE: THERE ARE 5 SPLIT PIPE SECTIONS IN GOOD CONDITION BETWEEN KP 0.026 & 0.028</p>		
0.028	<p>ANOMALY 2 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed, is slightly misaligned from the 12 o'clock position with the top shell at one end showing an all-round opening of approx. 25mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • No inner cables were sighted through the open gaps however a cable tie was found on the damaged split pipe possibly installed by a previous diving contractor (not MMA). 	



KP	Description:	Video or Photo Reference
	<p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 770mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. • WD is approx. 1msw. 	
<p>NOTE: THERE IS 1 SPLIT PIPE SECTION IN GOOD CONDITION BETWEEN KP 0.028 & 0.029</p>		
0.029	<p>ANOMALY 3 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed, is slightly misaligned from the 12 o'clock position with one end of the shells showing an opening of approx. 15mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • No inner cables were sighted through the open gaps however 2x cable ties were found on the damaged split pipe possibly installed 	

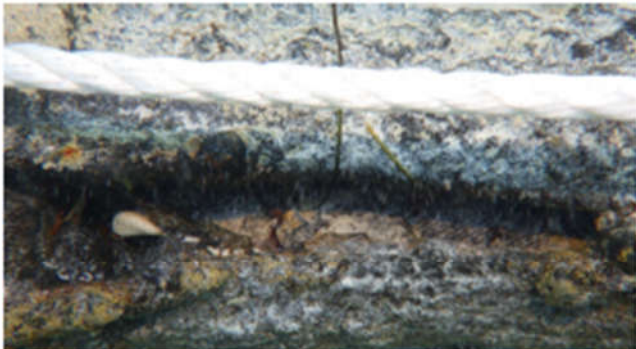

KP	Description:	Video or Photo Reference
	<p>by a previous diving contractor (not MMA).</p> <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 790mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. <p>WD is approx. 1msw.</p>	
<p>NOTE: THERE ARE 3 SPLIT PIPE SECTIONS IN GOOD CONDITION BETWEEN KP 0.029 & 0.031</p>		
0.031	<p>ANOMALY 4 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed, with one end of the shells showing an opening of approx. 40mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • The inner cables were sighted through the open gap. 	


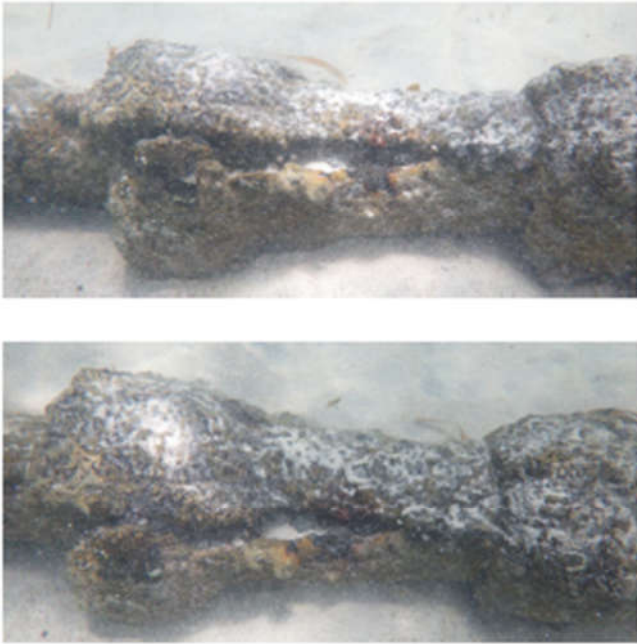
KP	Description:	Video or Photo Reference
	<p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 780mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. • WD is approx. 1msw 	
<p>NOTE: THERE ARE 3 SPLIT PIPE SECTIONS IN GOOD CONDITION BETWEEN KP 0.031 & 0.032</p>		
<p>0.032</p>	<p>ANOMALY 5 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on the seabed and slightly misaligned with one end of the top and bottom shells showing an all-round opening of approx. 15mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • The inner cables were Not sighted through the open gaps. 	

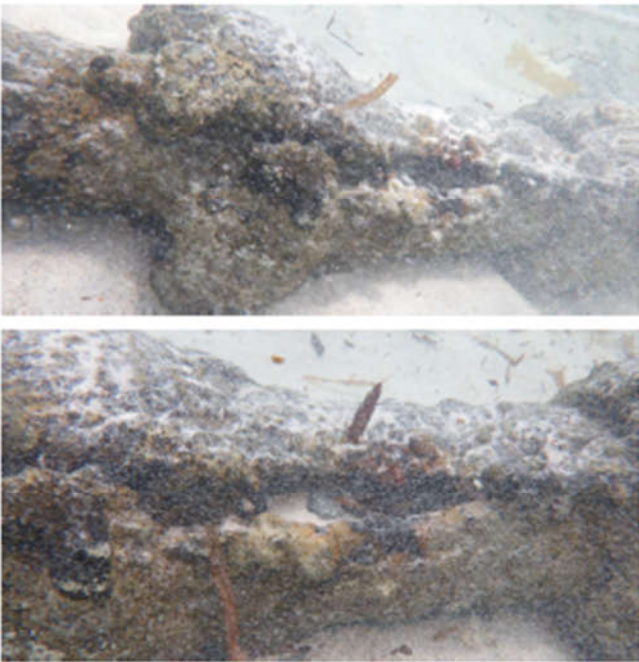

KP	Description:	Video or Photo Reference
	<p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 770mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. • WD is approx. 1msw 	
<p>NOTE: THERE IS 1 SPLIT PIPE SECTION IN GOOD CONDITION BETWEEN KP 0.032 & 0.033</p>		
<p>0.0335</p>	<p>ANOMALY 6 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. Two (2) split pipe protector shells appear to be damaged (shells 2 & 3). Shell 2 is at KP 0.0335 (this location) and shell 3 is at KP 0.0338 (classed as anomaly 7). • It is observed that anomaly 6 damaged split pipe protector shell is fully exposed on the seabed with both top and bottom shells on one end showing an all-round opening of approx. 50mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. 	 <p>The top photograph shows a close-up of a white pipe section lying on a sandy seabed, heavily encrusted with dark, porous calcium carbonate scale. The bottom photograph shows a similar view from a slightly different angle, highlighting the extent of the scale covering the pipe's surface.</p>


KP	Description:	Video or Photo Reference
	<ul style="list-style-type: none"> The inner cables were clearly sighted through the open gaps. <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> The anomaly does not exhibit any obvious signs of major elongation. The measurement of 760mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. Seabed condition: Sandy with a very mobile seabed. WD is approx. 1msw 	
0.0338	<p>ANOMALY 7 sighted:</p> <ul style="list-style-type: none"> Located next to anomaly 6 at KP 0.0335 Consists of 3x sections of split pipe protector shells. This anomaly 7, damaged split pipe protector shell is located at KP 0.0338 (as the 3rd shell). It is observed that the damaged split pipe protector shell is fully exposed and sitting on the seabed with one end of the top and bottom shells showing an all-round opening of approx. 15mm. This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. The damaged split pipe protector shell is 100% 	


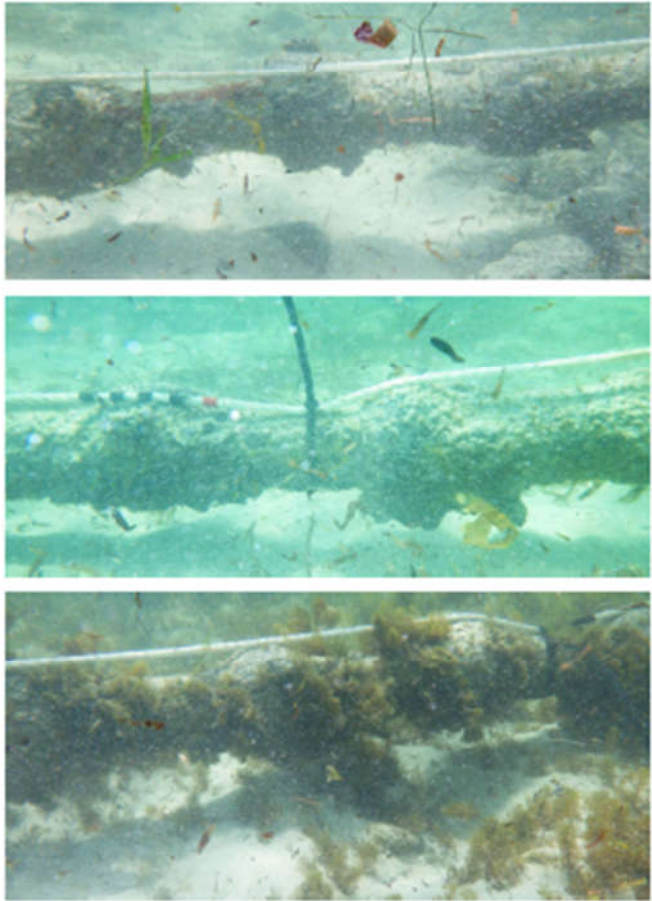
KP	Description:	Video or Photo Reference
	<p>covered with hard calcium carbonate scale.</p> <ul style="list-style-type: none"> The inner cables were Not sighted through the open gaps. <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> The anomaly does not exhibit any obvious signs of major elongation. The measurement of 780mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. Seabed condition: Sandy with a very mobile seabed. WD is approx. >1msw 	
<p>NOTE: THERE IS 1 SPLIT PIPE SECTION IN GOOD CONDITION BETWEEN KP 0.0338 & 0.0347</p>		
<p>0.034</p>	<p>ANOMALY 8 sighted:</p> <ul style="list-style-type: none"> Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed, with one end of the shells showing an all-round opening of approx. 35mm. This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. 	

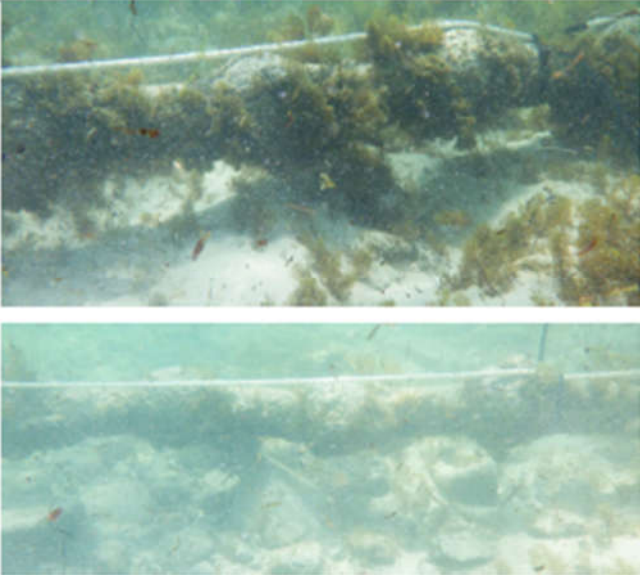
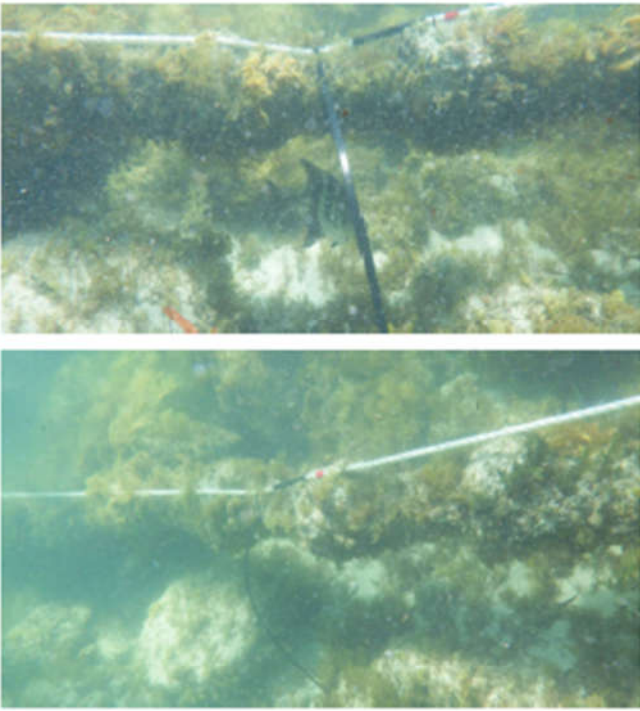
KP	Description:	Video or Photo Reference
	<ul style="list-style-type: none"> • Th inner cables were sighted through the open gaps. <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 780mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. • WD is approx. >1msw 	
<p>NOTE: THERE IS 1 SPLIT PIPE SECTION IN GOOD CONDITION BETWEEN KP 0.0347 & 0.0354</p>		
<p>0.035</p>	<p>ANOMALY 9 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed with both top and bottom shells slightly misaligned with one end of shells showing an opening of approx. 9mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • No inner cables were sighted through the open 	


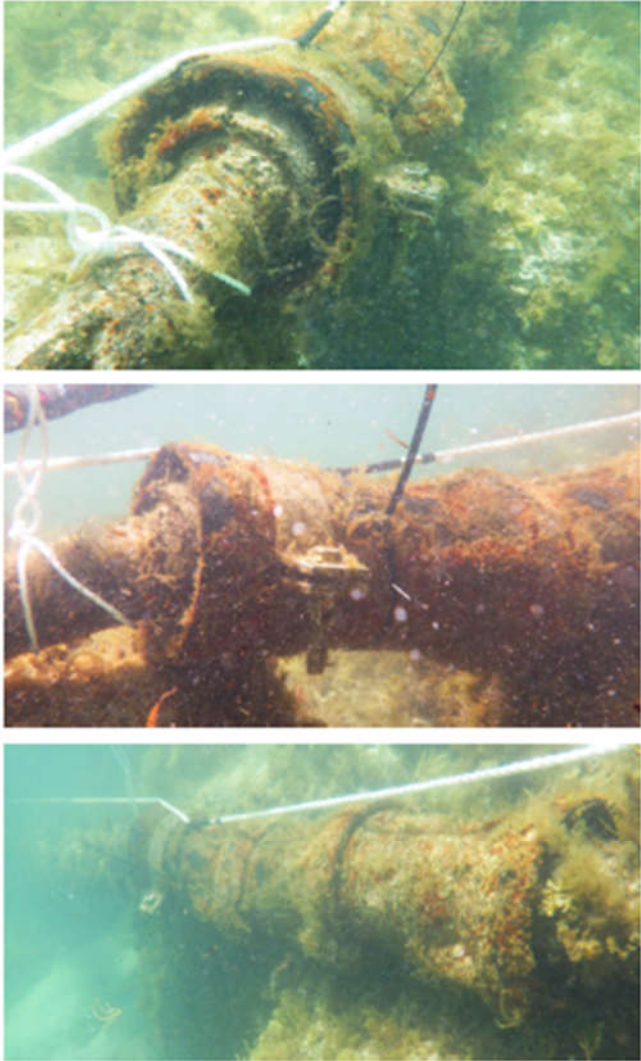
KP	Description:	Video or Photo Reference
	<p>gaps however 1x cable tie was found on the damaged split pipe possibly installed by a previous diving contractor (not MMA).</p> <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 770mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with a very mobile seabed. • WD is approx. >1msw 	
<p>NOTE: THERE ARE 2 SPLIT PIPE SECTIONS IN GOOD CONDITION BETWEEN KP 0.0354 & 0.0361</p>		
0.036	<p>ANOMALY 10 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed with both top and bottom shells slightly misaligned with one end of the shells showing an opening of approx. 25mm. • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% 	


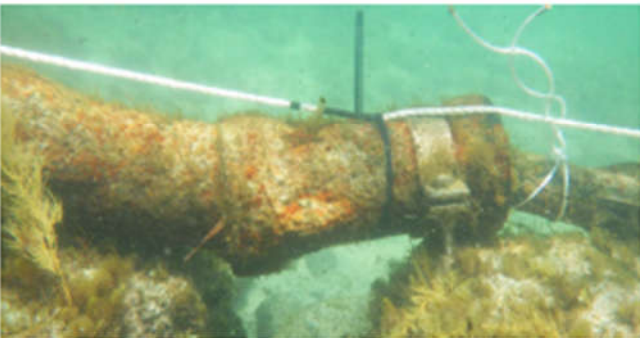
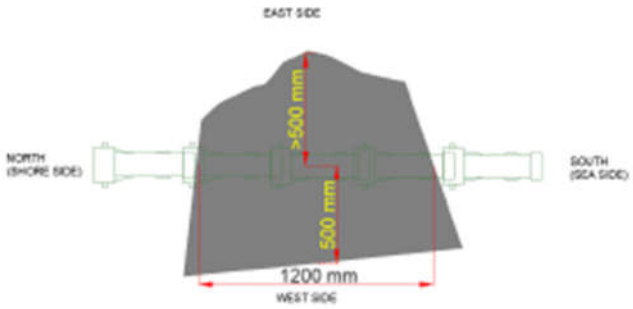
KP	Description:	Video or Photo Reference
	<p>covered with hard calcium carbonate scale.</p> <ul style="list-style-type: none"> No inner cables were sighted through the open gaps however 1x cable tie was found on the damaged split pipe possibly installed by a previous diving contractor (not MMA). <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> The anomaly does not exhibit any obvious signs of major elongation. The measurement of 770mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. Seabed condition: Sandy with local rocks & boulders and a very mobile seabed. WD is approx. >1msw 	
<p>NOTE: THERE ARE 3 SPLIT PIPE SECTIONS IN GOOD CONDITION BETWEEN KP 0.03615 & 0.039</p>		
0.039	<p>ORIGINAL ANOMALY (DIVING CAMPAIGN 1-2022) sighted:</p> <ul style="list-style-type: none"> Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. It is observed that the damaged split pipe protector shell is fully exposed on top of the seabed. The damage split pipe is significantly misaligned with one end of the shells showing an all-round opening of approx. 400mm. 	


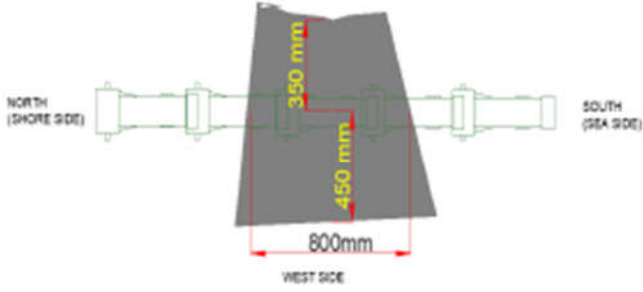
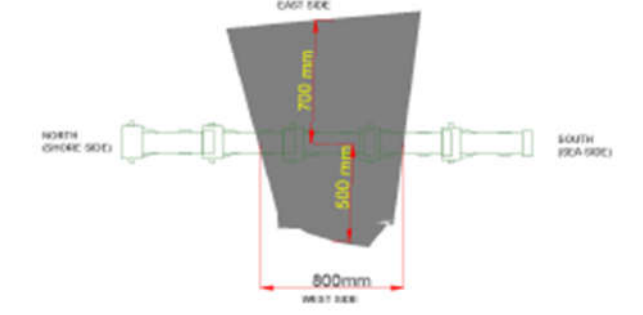
KP	Description:	Video or Photo Reference
	<ul style="list-style-type: none"> • This anomaly appears to be SOLID & STABLE with no obvious indication of current excessive movement or signs of any loose split pipe shells. • The damaged split pipe protector shell is 100% covered with hard calcium carbonate scale. • The inner cables were previously preserved with Denso Marine Piling Tape and Denso Glass-Fibre Tape during diving campaign 1-2022. This preservation method appears to be in good condition with no apparent or obvious damage. <p>Measurements of the anomaly split pipe protector shell section:</p> <ul style="list-style-type: none"> • The anomaly does not exhibit any obvious signs of major elongation. The measurement of 760mm includes the total length of all 3x split pipe protector shells and is measured from the centre of the big bell end of split pipe shell 1 to the centre of the big bell end at split pipe 3. The anomaly is on split pipe 2. • Seabed condition: Sandy with local rocks & boulders and a very mobile seabed. • WD is approx. >1msw 	


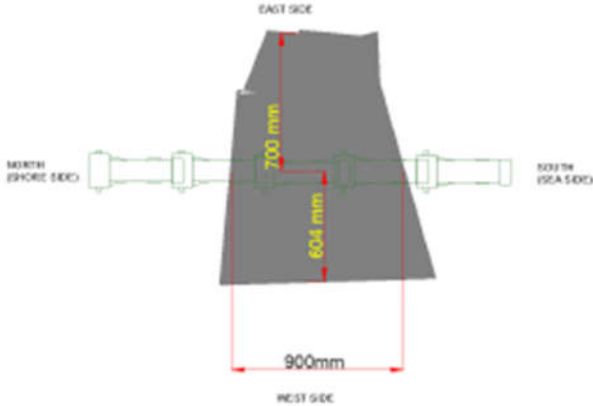

KP	Description:	Video or Photo Reference
0.039 0.042	<ul style="list-style-type: none"> • The split pipe shells and trunkline cable were fully exposed and sitting on the seabed with areas of minimal free-span suspensions. • Seabed condition: Sandy with local rocks/boulders/reef and kelp/seaweed. • No other anomalies noted 	
0.042 0.050	<ul style="list-style-type: none"> • At KP 0.042, the cable is suspended approx. 300mm height above the seabed. • The cable then free spans from KP 0.042 over a distance of approx. 8m towards KP 0.50 • The split pipe protector shells are 100% covered with hard calcium carbonate scale. • Seabed condition: Sandy with local ocks/boulders/reef and kelp/seaweed. • No other anomalies noted 	
0.050 0.052	<ul style="list-style-type: none"> • At KP 0.0502, the cable is suspended approx. 200mm height above the seabed. • The cable then free spans from KP 0.050 over a distance of approx. 2m towards KP 0.52 • The split pipe protector shells are 100% covered 	

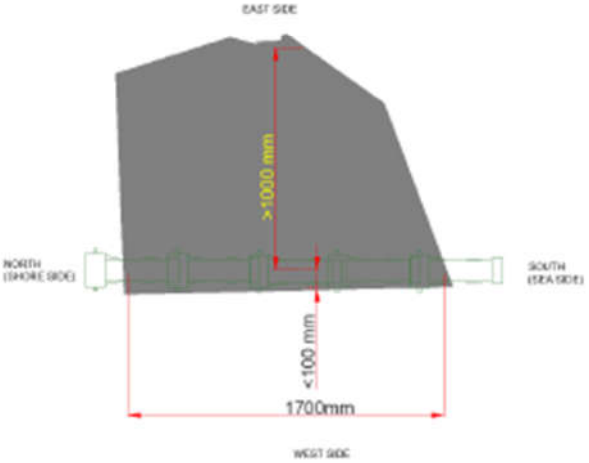
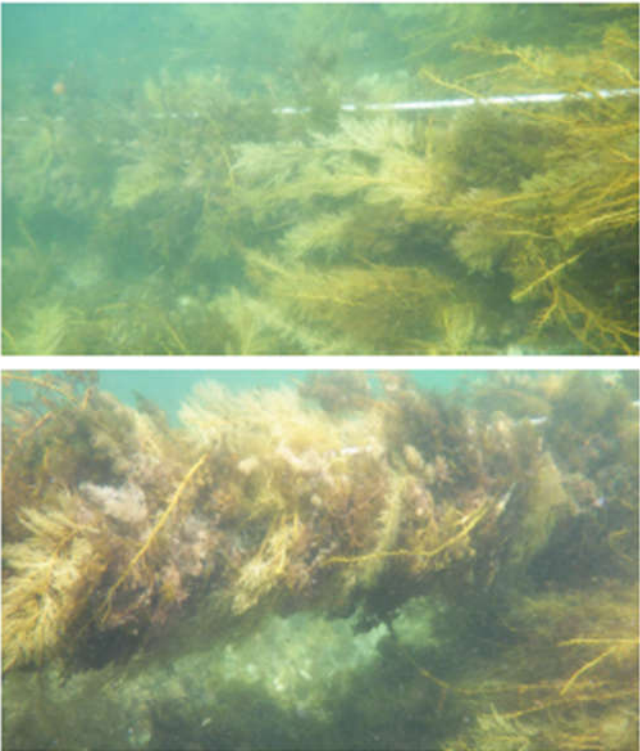
KP	Description:	Video or Photo Reference
	<p>with hard calcium carbonate scale.</p> <ul style="list-style-type: none"> • Seabed condition: Sandy with local rocks/boulders/reef and kelp/seaweed. • No other anomalies noted. 	
<p>0.052 0.060</p>	<ul style="list-style-type: none"> • At KP 0.052, the cable is suspended approx. 500mm height above the seabed. • The cable then free spans from KP 0.052 over a distance of approx. 8m towards KP 0.060. • The split pipe protector shells are 100% covered with hard calcium carbonate scale. • Seabed condition: Sandy/rocks/reef with local seaweed. • No other anomalies noted. • WD is approx. 2 to 2.5msw 	



KP	Description:	Video or Photo Reference
		
<p>0.060</p>	<p>REPAIRED ANOMALY (DIVING CAMPAIGN 2-2023) sighted:</p> <ul style="list-style-type: none"> • The 3x sections of repair split pipe protector shells were installed during Diving Campaign 2-2023. • The repair split-pipe protector shells were found to be in good condition, and intact c/w all Stainless-Steel nuts, bolts, washers and clamps present, tight and secure. • This repaired anomaly appears to be SOLID & STABLE however due to it resting on top of a boulder it may be highly exposed to wave, swell and tidal forces. • The section of 3x repair split pipe protector shells were 50% covered in soft marine growth. • No exposed subsea trunkline cable sighted. • The sandbag stabilisation support structure that was installed post-repairs under the repaired split-pipe protector shells, has been washed away leaving the repaired split pipe sections sitting on top of a local boulder. • Seabed condition: Sandy/rocks/reef with local seaweed. 	


KP	Description:	Video or Photo Reference
	<ul style="list-style-type: none"> • WD is approx. 2 to 2.5msw 	
<p>0.060 0.0604</p>	<ul style="list-style-type: none"> • At KP 0.060, the repaired split pipe protector shells are suspended approx. 580mm height above the seabed. • The trunkline cable and the split pipe repair protector shells then free span from KP 0.060 over a distance of approx. 0.4m. • The split pipe protector repair shells are covered in 50% soft marine growth. The remainder of the trunkline cable split pipe shells are 100% covered in hard calcium carbonate scale. • Seabed condition: Sandy/rocks/reef with local kelp/seaweed. • No other anomalies noted. • WD 2 to 2.5msw 	
<p>0.0604</p>	<p>Potential Rock Bolting Location 1 Sighted:</p> <ul style="list-style-type: none"> • The Repaired Anomaly is sitting on a local rock: • Rock Size: <ul style="list-style-type: none"> - West Side: 500mm - East Side: >500mm - North / South: 1200mm 	

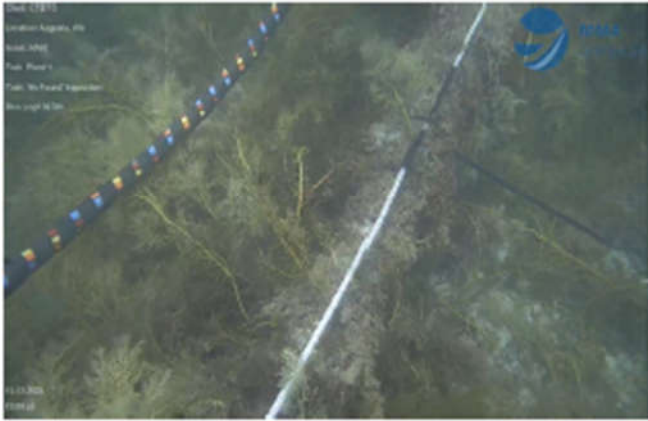
KP	Description:	Video or Photo Reference
<p>0.060 0.0628</p>	<ul style="list-style-type: none"> At KP 0.0604, the trunkline cable is suspended approx. 400mm height above the seabed. The trunkline cable then free spans from KP 0.0604 over a distance of approx. 3m towards KP 0.0628. The split pipe protector shells are covered in 100% soft & medium marine growth with an underlying hard base of calcium carbonate scale. Seabed condition: Sandy/rocks/reef with local kelp/seaweed. No other anomalies noted. WD approx. 2-3msw 	
<p>0.0628</p>	<p>Potential Rock Bolting Location 2 Sighted:</p> <ul style="list-style-type: none"> The trunkline cable is suspended approx. 30mm height above the rock location. Rock Size: <ul style="list-style-type: none"> West side: 450mm East side: 350mm North / South: 800mm WD approx. 2-3msw 	
<p>0.0629</p>	<p>Potential Rock Bolting Location 3 Sighted:</p> <ul style="list-style-type: none"> The trunkline cable is suspended approx. 40mm height above the rock location. Rock Size: <ul style="list-style-type: none"> West side: 500mm East side: 700mm North / South: 800mm WD approx. 2-3msw 	

KP	Description:	Video or Photo Reference
<p>0.0628 0.066</p>	<ul style="list-style-type: none"> At KP 0.0628, the trunkline cable is suspended approx. 600mm height above the sand/rock seabed location. The trunkline cable then free spans from KP 0.0628 over a distance of approx. 3m towards KP 0.066. The split pipe protector shells were covered in 100% soft and hard marine growth with an underlying hard base of calcium carbonate scale. Seabed condition: Sandy/rocks/reef with local kelp/seaweed. No other anomalies noted. WD approx. 2-3msw 	
<p>0.066</p>	<p>Potential Rock Bolting Location 4 Sighted:</p> <ul style="list-style-type: none"> The trunkline cable touches the rock location. Rock Size: <ul style="list-style-type: none"> West side: 600mm East side: 700mm North / South: 900mm WD approx. 2-3msw 	
<p>0.066 0.078</p>	<ul style="list-style-type: none"> At KP 0.0660, the trunkline cable is suspended at approx. 600mm height above the sand/rock seabed. The trunkline cable then free spans from KP 0.066 over a distance of approx. 12m towards KP 0.078. The split pipe protector shells are covered in 100% soft and hard marine growth with an underlying hard base of calcium carbonate scale. 	

KP	Description:	Video or Photo Reference
	<ul style="list-style-type: none"> Seabed condition: Sandy/rocks/reef with local kelp/seaweed. No other anomalies noted 	
0.078	<p>Potential Rock Bolting Location 5 Sighted:</p> <ul style="list-style-type: none"> The trunkline cable touches the rock location. Rock Size: <ul style="list-style-type: none"> West side: <100mm (tight tolerance) East side: >1000mm North / South: 1700mm WD approx. 2-3msw 	
0.078 0.080	<ul style="list-style-type: none"> At KP 0.0787, the trunkline cable is suspended approx. 450mm height above the sand/rock seabed. The trunkline cable then free spans from KP 0.0787 over a distance of approx. 2m towards KP 0.080. The split pipe protector shells are covered in 100% soft and hard marine growth with an underlying hard base of calcium carbonate scale. Seabed condition: Sandy/rocks/reef with local kelp/seaweed. No other anomalies noted WD approx. 2-3msw 	
0.081 0.082	<ul style="list-style-type: none"> At KP 0.081, the trunkline cable/split pipe protector shells make regular contact with local rock. At KP 0.0825, the trunkline cables split pipe protector 	<p style="text-align: center;">INFORMATION</p>

KP	Description:	Video or Photo Reference
	<p>shells regularly contact local rock.</p> <ul style="list-style-type: none"> • WD approx. 2-3msw 	
<p>0.082 0.092</p>	<ul style="list-style-type: none"> • At KP 0.0825, the trunkline cable is suspended approx. 180mm height above the sand/rock seabed. • The trunkline cable then free spans over a distance of approx. 10m towards KP 0.092. • The split pipe protector shells are covered in 100% soft and hard marine growth with an underlying hard base of calcium carbonate scale. • Seabed condition: Sand/rocks/reef with local kelp/seaweed. • No other anomalies noted. • WD approx. 3msw 	
<p>0.092 0.097</p>	<ul style="list-style-type: none"> • At KP 0.092, the trunkline cable regularly contacts local small rocks. • The trunkline cable then free spans from KP 0.092 at an approx. height of 280mm over a distance of approx. 5m towards KP 0.097. • NOTE: At KP 0.093, the trunkline cable contacts small local rocks. • No other anomalies noted. • WD approx. 3msw 	<p style="text-align: center;">INFORMATION</p>
<p>0.097</p>	<p>ANOMALY 11 sighted:</p> <ul style="list-style-type: none"> • Consists of 3x sections of split pipe protector shells. The split pipe protector shell that is in the centre of these 3 shells, appear to be damaged. • It is observed that the damaged split pipe protector shell is fully exposed and sits on top of local rock with 	

KP	Description:	Video or Photo Reference
	<p>one end of the split pipe shells showing a loose and broken section of bottom shell in addition to separation from the top shell.</p> <ul style="list-style-type: none"> • This repaired anomaly appears to be SOLID & STABLE other than the bottom split pipe shell that has the loose broken section of shell. Point to note, due to it resting on top of boulders, the cable may be highly exposed to wave, swell and tidal forces. • Located at KP 0.100, the diver managed to view approx. a further 20m-25m along the length of the cable noting no obvious signs of cable anomalies or damages albeit, the cable does appear to still be free-spanning within that 25m of visual survey and as far as the eye could see. • The damaged split pipe protector shell is 80% covered with hard calcium carbonate scale and soft to medium marine growth. • No inner cables were sighted through the open gap. • Seabed condition: Sandy with local rocks/boulders, seaweed and kelp. • WD is approx. 3msw 	 <p>The 'Video or Photo Reference' column contains three photographs. The top photo shows a close-up of a pipe shell covered in green and orange marine growth. The middle photo shows a wider view of the pipe shell resting on a sandy seabed with some rocks and seaweed. The bottom photo is another close-up of the pipe shell, showing the texture of the calcium carbonate scale and marine growth.</p>

KP	Description:	Video or Photo Reference
<p>0.097 0.100</p>	<ul style="list-style-type: none"> • The trunkline cable free spans from KP 0.097 at an approx. suspension of 300mm over a distance of approx. 3m towards KP 0.100 • NOTE: The trunkline cable makes regular contact with local rocks at KP 0.0995 then free spans again towards KP 0.100. • No other anomalies noted. • WD approx. 3msw 	 <p>The image is an underwater photograph showing a cable with a series of colorful reflective markers (blue, yellow, red) along its length. The cable is suspended in the water, and the background is dark and rocky. A white vertical line, possibly a diver's leg or a reference marker, is visible on the right side of the frame. The photo includes a timestamp '11:23:20' and '11/08/12' in the bottom left corner, and a logo in the top right corner.</p>

Appendix D: On-Land Access to the Cable Shore Landing Beach Area



Figure D1: Car Park (yellow dotted area), Footpath Access to Head of Storm Bay Beach (white and black corridors) – both accessible from Dawson Way. Insert – Footpath to Storm Bay Beach

Appendix E: Australian Nautical Chart 1681 (copy)

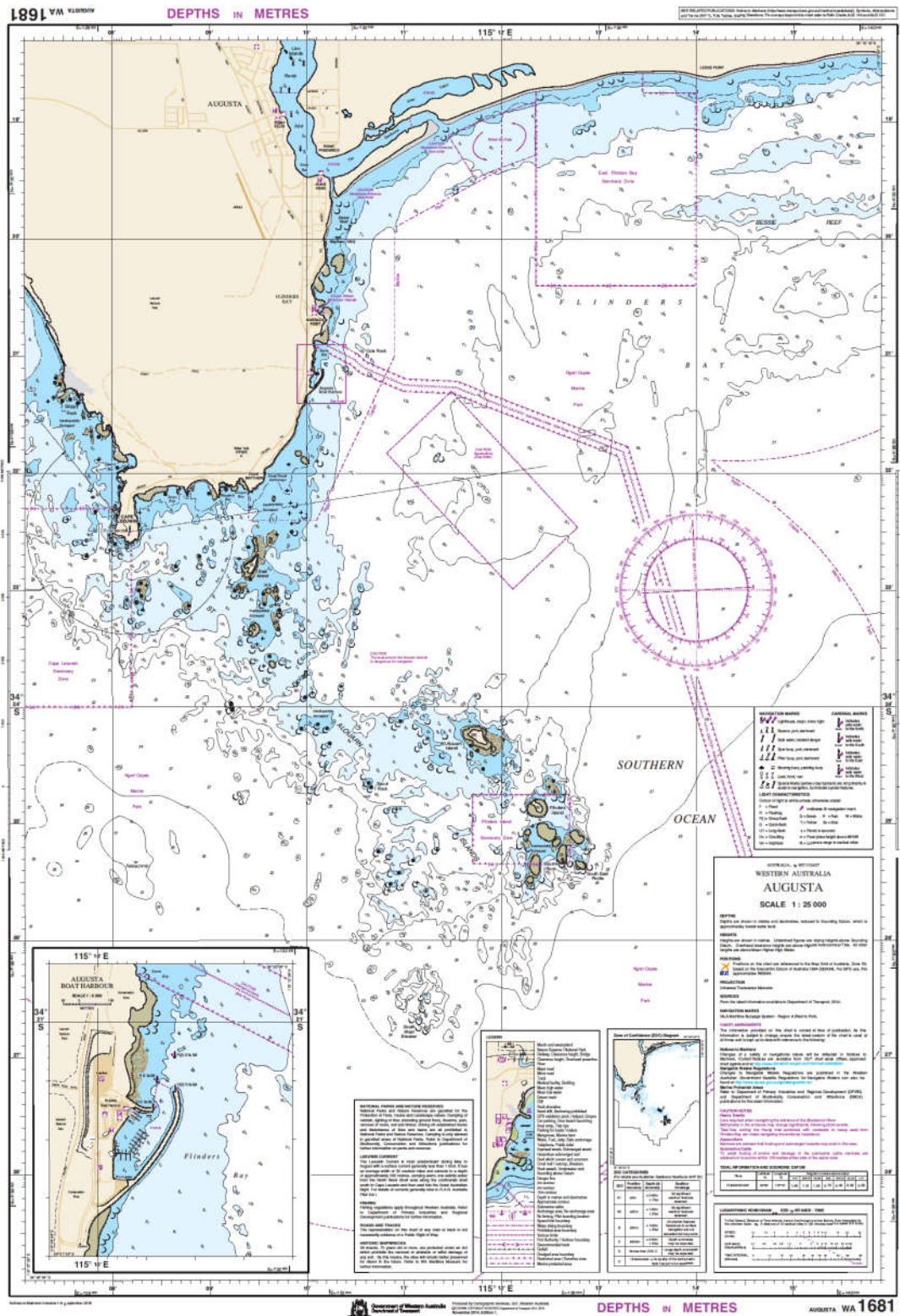


Figure E1: Australian Nautical Chart 1681 detailing the Nominal HA01 Cable Route and its associated No-Anchorage Corridor within Flinder’s Bay

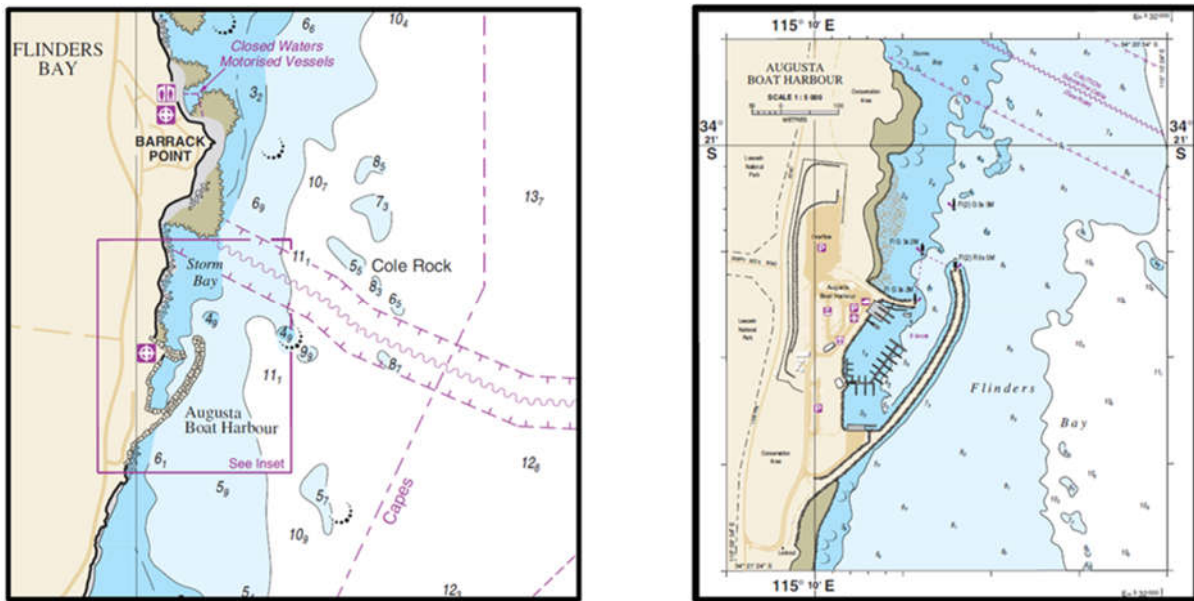


Figure E2: Detail from Australian Nautical Chart 1681 Showing the Augusta Boat Harbour

Appendix F: Augusta Boat Harbour Facilities



(a) Launching Ramps



(b) Boat Jetty and Boat Pens



(c) Quayside



(d) Quayside Approach and Apron

Figure F1: Facilities Available at the Augusta Boat Harbour

Appendix G: Bathymetric Data from 2019 Survey

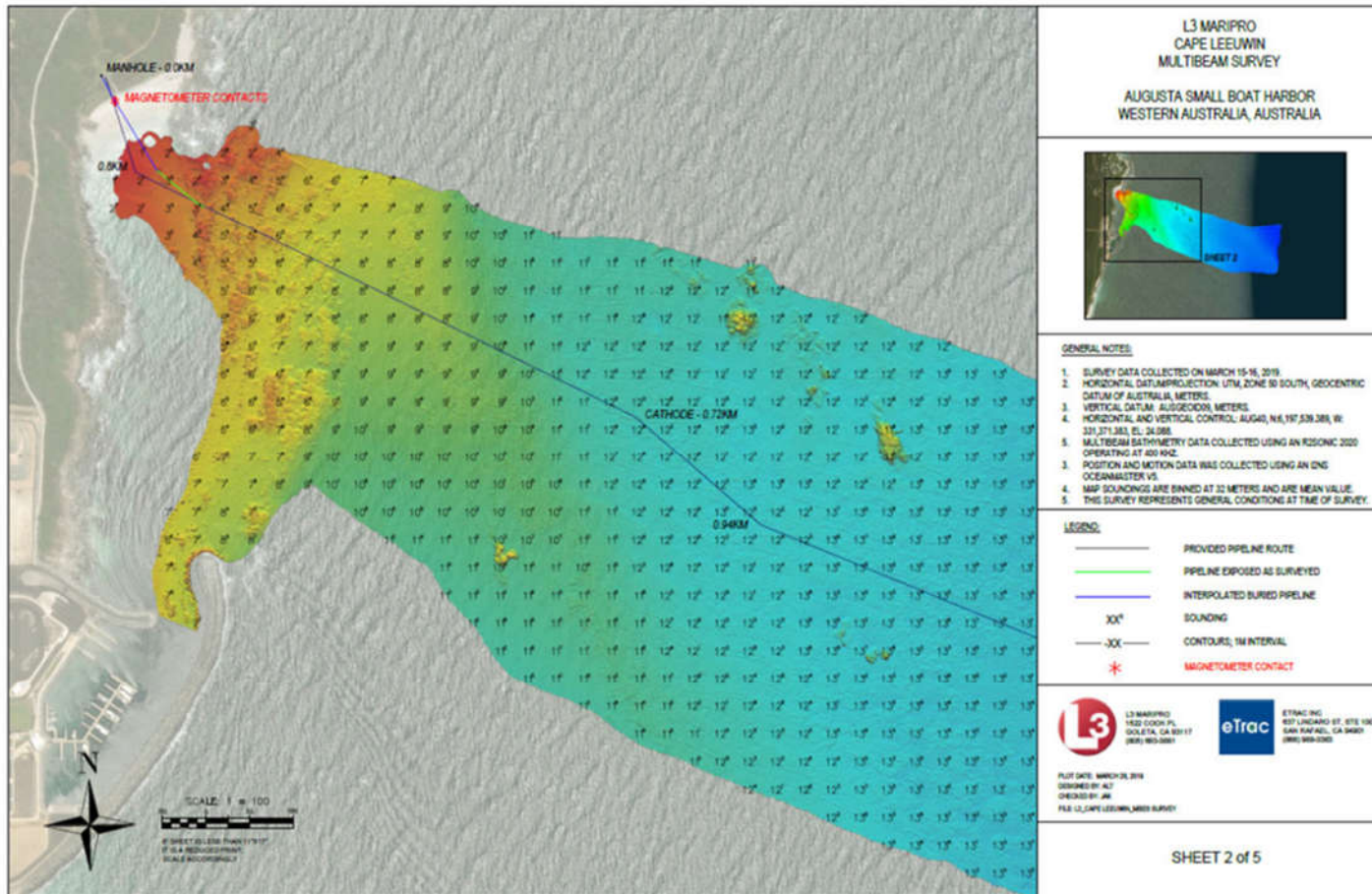


Figure G1: Nearshore Bathymetric Data from the Survey Conducted 2019

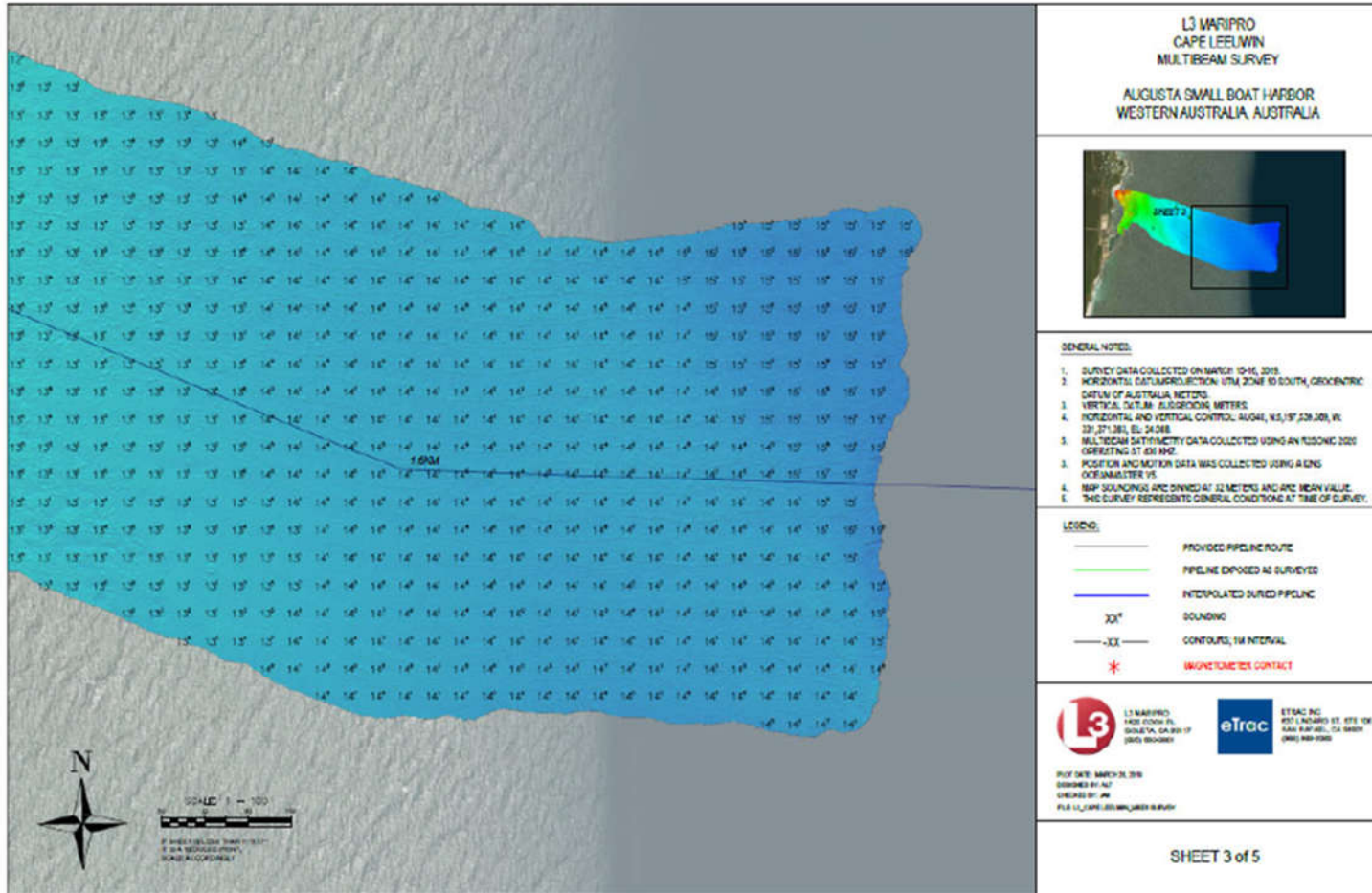


Figure G2: Offshore Bathymetric Data from the Survey Conducted 2019

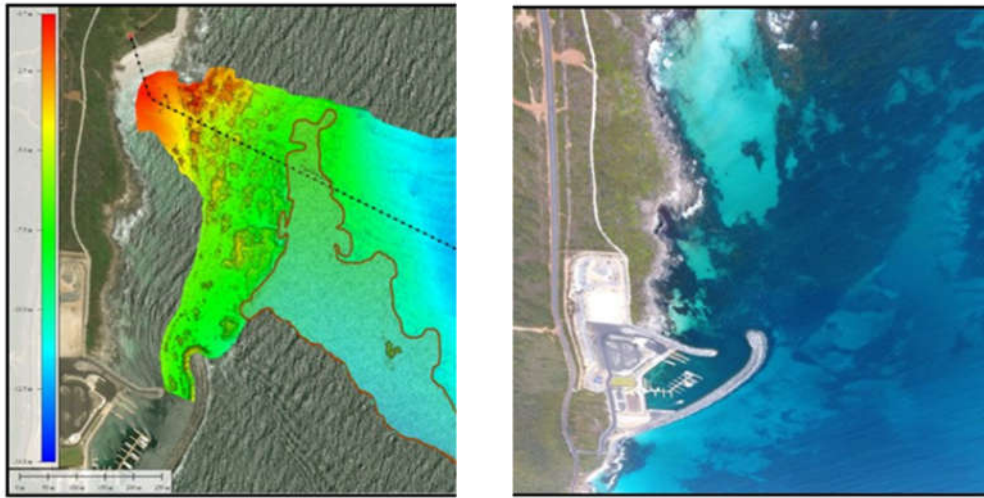


Figure G3: Bathymetric Data in the Very nearshore and around the Entrance of the Augusta Boat Harbour from the Survey Conducted 2019

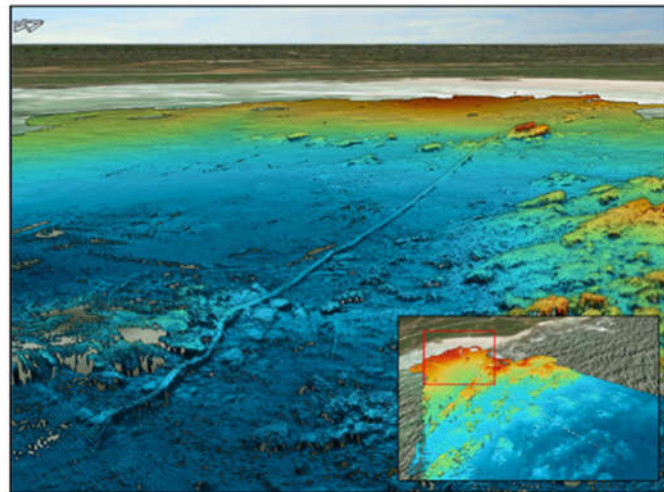


Figure G4: 3D View of Split Pipe looking Shoreward from ~100 m offshore

Appendix H: Weather Statistics and Sea Temperature

Monthly Augusta water temperature chart

The bar chart below shows the average monthly sea temperatures at Augusta over the year.

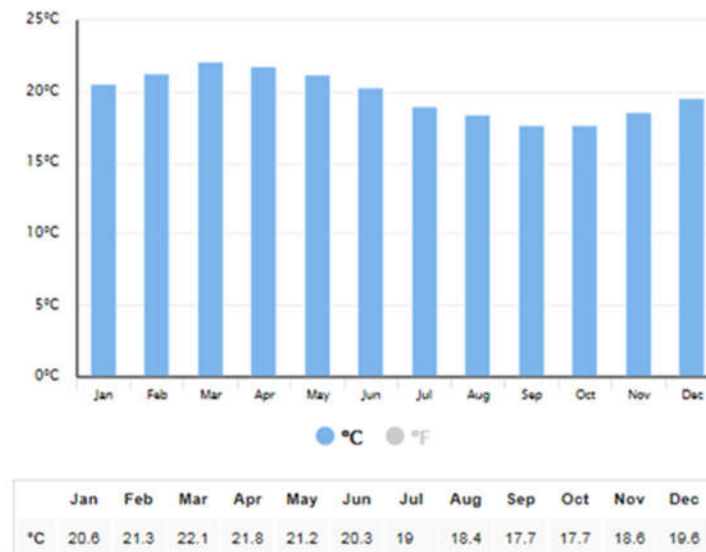


Figure H1: Averaged Monthly Sea Surface Water Temperatures at Augusta

Data available at <https://www.seatemperature.org/australia-pacific/australia/augusta-march.htm>

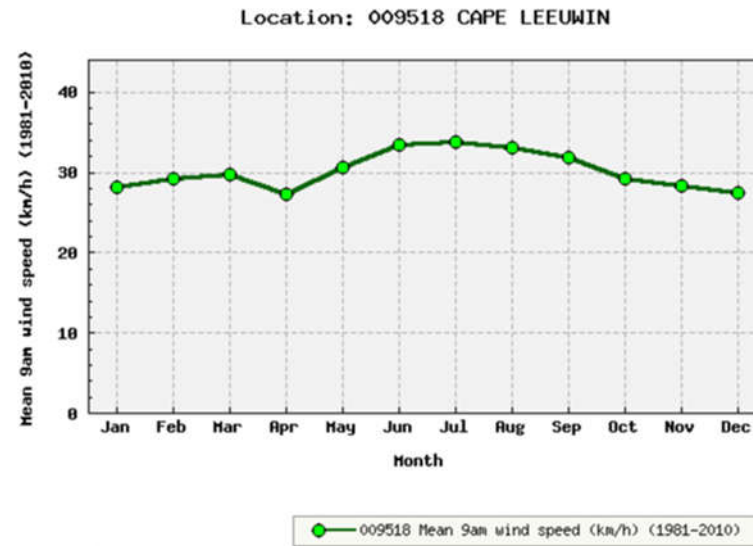
HA01 Call-off Contract

Statistics	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	Years
Temperature														
Mean maximum temperature (°C)	23.1	23.5	23.1	21.7	19.7	17.7	16.8	16.8	17.5	18.7	20.5	21.8	20.1	30 1981-2010
Mean minimum temperature (°C)	17.1	17.5	17.0	15.7	14.2	12.4	11.5	11.5	12.1	12.9	14.5	15.9	14.4	30 1981-2010
Rainfall														
Mean rainfall (mm)	12.8	15.7	22.8	46.6	119.7	165.7	171.4	133.7	93.7	50.4	40.1	18.3	890.9	30 1981-2010
Decile 5 (median) rainfall (mm)	8.4	7.7	20.1	36.0	109.7	152.5	169.0	128.8	96.4	40.6	36.1	18.8	864.6	30 1981-2010
Mean number of days of rain ≥ 1 mm	2.6	2.7	4.2	8.4	14.4	17.6	19.7	18.0	14.5	9.7	6.9	4.2	122.9	30 1981-2010
Other daily elements														
Mean daily sunshine (hours)														
Mean number of clear days	7.3	6.6	6.1	4.4	1.9	2.1	1.4	1.8	2.8	2.5	3.8	5.2	45.9	17 1981-1998
Mean number of cloudy days	12.1	10.4	14.1	17.9	22.0	20.4	23.9	23.1	19.4	20.1	16.6	15.3	215.3	17 1981-1998
9 am conditions														
Mean 9am temperature (°C)	19.7	19.9	19.3	18.1	16.5	14.7	13.8	14.0	14.8	15.7	17.3	18.6	16.9	30 1981-2010
Mean 9am relative humidity (%)	69	70	70	71	73	74	74	72	71	69	68	69	71	28 1981-2010
Mean 9am wind speed (km/h)	28.1	29.2	29.7	27.3	30.6	33.4	33.8	33.1	31.8	29.2	28.3	27.4	30.2	31 1981-2010
9am wind speed vs direction plot	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3 pm conditions														
Mean 3pm temperature (°C)	21.8	22.2	21.7	20.4	18.5	16.6	15.7	15.7	16.4	17.4	19.2	20.6	18.8	30 1981-2010
Mean 3pm relative humidity (%)	64	65	65	66	67	69	68	67	66	65	65	65	66	28 1981-2010
Mean 3pm wind speed (km/h)	30.8	31.2	29.6	26.9	27.8	32.5	32.7	33.0	32.8	30.7	30.5	30.2	30.7	30 1981-2010
3pm wind speed vs direction plot	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

red = highest value blue = lowest value

Table H1: Cape Leeuwin Averaged Weather Statistics (1981-2010)

Australian Government, Bureau of Meteorology, <http://www.bom.gov.au>



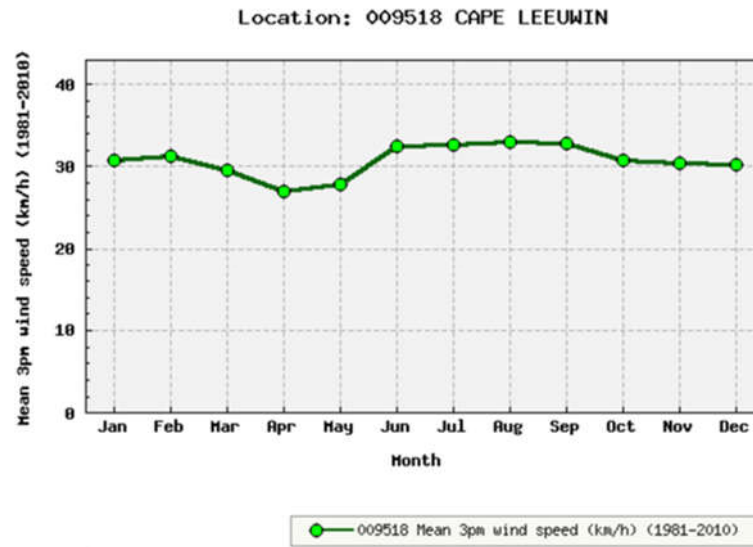


Figure H2: Cape Leeuwin Averaged Mean Wind Speeds at 0900 and 1500 (1981-2010)

Australian Government, Bureau of Meteorology - <http://www.bom.gov.au>

Appendix I: Report Contents Template

This template provides an outline of the contents required, as a minimum, for reports delivered by the contractor to the Commission as final deliverables of each work order under this contract. Additional information may be included by the contractor if considered necessary.

Each report shall contain a change and revisions log table, with dates.

0. Title page to indicate:
 - a. Document title
 - b. Project name
 - c. Contractor's Document Number
 - d. Client (CTBTO) Contract Number and Work Order number: "CTBTO Contract Number XXXX-YYYY (Work Order #ZZ)"
 - e. Document date
 - f. Document revision number
 - g. Contractor's name and logo
1. Executive Summary (1 – 2 pages max)
2. Introduction (including background)
3. Review of prior situation (based on prior reports reviewed and any other information that may have become available)
4. Diving scope of work
5. Methodology of work, tools used and overview of procedures (detailed procedures to be provided in appendices if necessary/applicable)
6. Execution of works and description of actions undertaken, to include as applicable:
 - a. As-found survey (if applicable)
 - b. Works undertaken (if applicable)
 - c. As-left survey (if applicable)
7. Summary and recommendations

APPENDICES to include, as applicable:

- Photographic log (photos delivered separately via secure file-transfer site or by shipping USB hard-disk)

HA01 Call-off Contract

- Video log (videos delivered separately via secure file-transfer site or by shipping USB hard-disk)
- Daily logs of on-site works if applicable
- Daily operations report
- Dive logs forms
- Weather data
- Work procedures (if applicable)
- Repair procedures/designs (if applicable)

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