



WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES
Established in 1952 as the Customs Co-operation Council
Créée en 1952 sous le nom de Conseil de coopération douanière

COMPLIANCE AND FACILITATION DIRECTORATE

**Call for tender for the survey on WCO SAFE Framework of
Standards (FoS) Pillar 1 implementation**



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1. Background, purpose and development of the project

1.1 Background

1.1.1 *The institution*

Established in 1952, the World Customs Organization (WCO) is the only independent intergovernmental organization with competence in Customs matters.

Its mission is to enhance the effectiveness and efficiency of Customs administrations and help them contribute to the achievement of national development objectives, particularly in the fields of trade facilitation, revenue collection, the protection of society and supply chain security.

The WCO's 174 Member Customs administrations are together responsible for processing 98% of international trade worldwide.

The Council, which is the governing body of the Organization, relies on a Secretariat and a series of Technical Committees for the day-to-day fulfilment of its mission. The Secretariat consists of 123 international officials, technical experts and administrative staff of some thirty different nationalities, thus reflecting the diversity of the Council.

The WCO is a forum for dialogue and exchanges of views between Customs delegates, and offers its Members a wide range of Conventions and other international instruments, as well as technical assistance and training services delivered directly by the Secretariat or with its involvement.

Thus, the WCO plays an essential role in helping legitimate international trade to flourish and in combating fraudulent activities. By promoting an honest, transparent and predictable Customs environment, it contributes to the economic wellbeing of its Members.

1.1.2 *WCO SAFE Framework of Standards*¹

At the June 2005 annual Council Sessions in Brussels, the Members of the World Customs Organization (WCO) adopted the SAFE Framework of Standards by unanimous acclamation. The SAFE Framework sets forth the principles and the standards and presents them for adoption as a minimal threshold of what must be done by WCO Members.

Objectives of the SAFE Framework of Standards

The SAFE Framework aims to :

- Establish standards that provide supply chain security and facilitation at a global level to promote certainty and predictability.
- Enable integrated supply chain management for all modes of transport.
- Enhance the role, functions and capabilities of Customs to meet the challenges and opportunities of the 21st Century.
- Strengthen co-operation between Customs administrations to improve their capability to detect high-risk consignments.

¹ The full version of the document will be appended to this call for tender.



- Strengthen Customs/Business co-operation.
- Promote the seamless movement of goods through secure international trade supply chains.

Core elements of SAFE Framework

The SAFE Framework consists of four core elements. *First*, it harmonizes the advance electronic cargo information requirements on inbound, outbound and transit shipments. *Second*, each country that joins the SAFE Framework commits to employing a consistent risk management approach to address security threats. *Third*, it requires that at the reasonable request of the receiving nation, based upon a comparable risk targeting methodology, the sending nation's Customs administration will perform an outbound inspection of high-risk containers and cargo, preferably using non-intrusive detection equipment such as large-scale X-ray machines and radiation detectors. *Fourth*, the SAFE Framework defines benefits that Customs will provide to businesses that meet minimal supply chain security standards and best practices.

Two pillars of the SAFE Framework

The SAFE Framework, based on the previously described four core elements, rests on the twin pillars of Customs-to-Customs network arrangements and Customs-to-Business partnerships. The pillars involve a set of standards that are consolidated to guarantee ease of understanding and rapid international implementation. Moreover, this instrument draws directly from existing WCO security and facilitation measures and programmes developed by Member administrations.

Implementation

It is recognized that effective capacity building is an important element to ensure widespread adoption and implementation of the SAFE Framework. In order for the SAFE to be implemented, not only will capacity building be necessary, but also an understanding that a phased approach will be required. It would have been unreasonable to expect that every administration would have been able to implement the SAFE Framework immediately after its adoption. While the SAFE Framework is considered a minimum set of standards, it was decided that it would be implemented at various stages in accordance with each administration's capacity and the necessary legislative authority.

In early 2006 the WCO launched the Columbus Programme, which aimed at the full implementation of the SAFE. The structure of the Columbus Programme consists of three different phases. The first phase, Needs Assessment, is a comprehensive diagnostic needs assessment of the current situation in the Customs administration. The second phase, Implementation, is support for action planning, donor matchmaking, planning of pilot activities and implementation. The third phase, Monitoring, involves monitoring of progress.

To date, 156 of the WCO's 174 Members have signed the Letter of Intent to implement the SAFE. 114 Customs administrations have asked the WCO for capacity building assistance and have thus become beneficiaries of the Columbus Programme. Out of these 114 Members, 107 have already received a diagnostic mission or have a confirmed plan for delivery of their diagnostics (Phase 1). There are currently 69 countries, which are in the implementation phase (Phase 2). The third phase has been piloted, but is not actively delivered at the moment.



1.2 Purpose of this call for tender

1.2.1 Background and aim

As it would have been unreasonable to expect that every administration would have been able to implement the SAFE Framework immediately after its adoption, a phased approach was envisaged for the implementation. Nearly 5 years after the adoption of the SAFE Framework of Standards, there is a need to take stock and to see where the WCO Members are with the implementation. While no such information is currently available, the WCO has decided to initiate a specific survey in this regard.

The informational need behind the survey is twofold. The first aim is to quantify capacity building initiatives that WCO Members have undertaken in support of their signing of the letter of intent to implement the SAFE Framework of Standards. The second aim is to collate information on the current status of members in relation to the implementation of the following core elements of Pillar 1 of the SAFE Framework of Standards :

- the harmonization of the advance electronic cargo information requirements on inbound, outbound and transit shipments ;
- the implementation of a consistent risk management approach to address security threats ; and
- the execution of outbound inspections of high-risk containers and cargo by the sending nation's Customs administration at the reasonable request of the receiving nation.

1.2.2 Sample size and the countries to be surveyed

The sample size of the survey will be 30 countries. The chosen sample consists of two sub-groups. The first group would include six countries from the top 20 US trading partners. The second group would consist of 24 countries, which would be chosen on regional basis. The WCO Secretariat will choose the countries to be surveyed and provide the Service Provider with a list at a later stage.

1.2.3 Languages

The survey report, subject of this invitation to tender, will need to be produced in English,

1.2.4 Applicant's mission

The applicant's mission will be to :

- Design a survey after discussion with the WCO officials concerned with this project during the one day workshop mentioned below. The contents of the survey should be approved by the WCO before being rolled out to the countries. The purpose of the survey is to :
 - quantify capacity building initiatives that WCO Members have undertaken in support of their signing of the letter of intent to implement the SAFE Framework of Standards.



- collate information on the current status of members in relation to the implementation of the core elements of Pillar 1 of the SAFE Framework of Standards (defined in the sub-section 1.2.1 of this invitation to tender).

- Analyse the results and deliver a written report in English .

1.2.5 “Mock” survey and approach

In order to ascertain the tenderer’s degree of understanding of this project, tenderers are requested to provide a “mock” survey of sample questions considered appropriate and a description of the approach envisaged for obtaining the required information mentioned under point 1.2.4. The pertinence of the contents of the “mock” survey and the approach proposed by the tenderer will be judged according to award criterion n°1 “technical quality of the reply” mention under section 3.3 “Award Criteria”.

1.3 Project development

1.3.1 Project management and execution of service

This invitation to tender will be published on 19 June 2009. The tenders should be submitted to the WCO Secretariat at the latest by 10 July 2009 (see more information in sections 2.5 and 2.6). The selection of the service provider will be completed by 17 July 2009.

The project will begin with the Service Provider and the WCO Secretariat conducting a one day workshop in the premises of the WCO to facilitate the work of the Service Provider in drafting the survey questions. The workshop will be held for one day during the period 22 to 31 July 2009.

The Service Provider shall conduct the survey during August and early September. After conducting the survey, the Service Provider should evaluate and analyse the results and submit a draft report of the findings to the WCO Secretariat by 18 September 2009. The WCO Secretariat shall forward its comments on the draft report to the Service Provider by 30 September. The final report, approved by the WCO, should be submitted to the WCO Secretariat by 15 October. The WCO will consider the project covered by this call for tender to be completed when the final approved report has been submitted to the WCO.

The work should be done remotely using the available means of communication (telephone, e-mail, fax, videoconferencing). All the travel and other type of expenses resulting from the conduct of the survey and producing the study report shall be borne by the service provider. In order to facilitate the co-operation between the Service Provider and the WCO Secretariat and to minimize the costs in this regard, the Service Provider should have an office in Brussels.

Summary of the time schedule:

- 10 July 2009: Tenders to be submitted
- 22 – 31 July 2009: A one day workshop at the WCO to facilitate the work of the Service Provider in drafting the survey questions
- 1 August – 4 September 2009: The Service Provider will conduct the survey
- 18 September: Draft report submitted to the WCO Secretariat
- 30 September: WCO Secretariat’s comments and feedback
- 15 October: Final report delivered to the WCO Secretariat by the Service Provider



1.3.2 Confidentiality

The content of this survey is confidential and its use is restricted solely to the WCO Secretariat. The production process should ensure total compliance with the confidentiality clause.

All information provided by tenderers will be treated as confidential and will not be communicated to any other third party.

1.4 Ownership

The WCO must have full ownership of the survey report. This means that the WCO will be able to use and circulate the report, either free of charge or against payment, modify it however it wishes, without having to pay any additional fees.

2. Procedures for answering the call for tender and content of the tender

2.1 Preparation of the tender

The tender shall comprise two (2) separate parts: one part meeting the technical criteria, and the other indicating the price of the service requested. The part concerning the price should be provided in a separate envelope.

The tender submitted by the tenderer should comprise all the information requested in the technical specifications.

Tenders must be made without reservation. In actual fact, reservation clauses constitute a lack of undertaking. However, a company may note in its tender that certain aspects require elucidation. It is legitimate for a company to point these out, and equally legitimate for the World Customs Organization to take account of them, provided that these corrections do not substantially affect the terms of the tendering process or the purpose of the contract;

Tenders must be compliant, in all respects, with the purpose of the call for tender;

Tenders which are not compliant with the purpose of the call for tender shall be set aside;

2.2 Documentation required for the tender

All tender proposals must be accompanied by the following documents :

(a) Administrative documents

- A sheet describing the company's professional activities
- VAT No. or VAT exemption certificate
- A document attesting to the company's legal status
- A document listing the names and status of the individuals who make up the company's governing bodies, together with an organigram of the company
- Documentary evidence of the company's financial situation (balance sheet, profit and loss account)
- Declaration on their honour (see 3.1)

(b) Information document on the tenderer's expertise



- A description of the resources (qualified staff and equipment)
- CVs of the project managers
- Evidence of experience of similar projects
- References from companies for which the tenderer has already worked

(c) “Mock” survey

2.3 Costs of tender response

The tenderer shall bear all costs associated with the preparation and submission of the tender response. Under no circumstances shall the WCO be responsible or liable to the tenderer, regardless of the outcome of the call for tender.

2.4 Period of validity of the tender

All tender responses made by the tenderer shall remain valid for sixty (60) days after the deadline for receipt of tenders.

Any tender response with a period of validity of less than sixty (60) days shall automatically be rejected.

2.5 Formalities and signing of tenders

The tender should be sent to :

**Mrs. Karen Garside,
Head of Purchases, Sales and Contracts Service,
World Customs Organization,
30 Rue du Marché,
1210 – Brussels
Belgium
Telephone : 02 209 95 55 Fax : 02 209 95 63**

The tenderer shall provide one copy of the tender response, clearly marking it :

“Original tender response”

The tender shall be typed and signed by the tenderer or any other person authorized to bind the tenderer.

The tender shall contain no erasures, overwriting or correction, as these shall entail rejection of the tender.

The tender may be submitted solely by post, courier express service or be deposited physically at the reception of the WCO building

2.6 Date of submission of tenders

Tender responses must be received by the Procurement Service at the postal address specified under section 2.5 by 10 a.m. on 10 July 2009 (date as postmarked).



Any tender response submitted after this deadline shall be rejected.

The WCO Procurement Service may, at its own discretion, extend the deadline for submission of tender responses. Tenderers contacted by the Service shall be notified directly, in writing, of this extension.

2.7 Prices quoted in tenders

The financial proposal must be duly dated and signed by the person authorized to sign on behalf of the tenderer.

The price must be quoted in euro. For tenderers from countries which do not form part of the eurozone, the amount of the tender cannot be revised as a result of exchange rate fluctuations. The choice of exchange rate falls to the tenderer, who bears the risks and reaps the benefits associated with these fluctuations.

The tenderer should specify daily rates for each category of staff involved (project manager, designer, support staff and other categories of staff). The price for these categories of staff shall then be fixed for the duration of the contract and cannot be exceeded. The pricing for the service provision shall be expressed in the number of man-days worked to complete this project.

The maximum total budget for this contract is 50,000 euro. The price quoted must exclude VAT, as the WCO is exempt from this tax.

The price quotation must be signed by the tenderer or its duly authorized representative.

2.8 Language

All responses to this call for tender must be written in English.

2.9 Requests for information or clarification of the call for tender

A tenderer requiring additional information on the call for tender may submit a request in writing to the WCO Procurement Service at the address mentioned under section 2.5.

The WCO Procurement Service shall respond in writing to any request it receives no later than two weeks prior to the deadline for submission of tenders. Replies will be posted on the WCO website under "Call for tender" and "FAQ".

2.10 Modification and withdrawal of the call for tender

At its sole discretion and without any requirement for justification, the WCO may amend the call for tender prior to the deadline for submission of tenders.

All the potential tenderers to which the WCO has directly sent the call for tender shall receive written notification of the changes.

To enable the tenderers to take account of these changes in their response, the Procurement Service may, upon its own initiative, extend the deadline for submission of tenders.

The WCO retains the right to withdraw this call for tender without any requirement for justification. No claims for damages of any kind whatsoever may be made to the WCO following the withdrawal.



2.11 Modification and withdrawal of the tender

The tenderer may withdraw its tender by sending written notice of withdrawal to the WCO Procurement Service prior to the deadline for receipt of tenders as indicated in the call for tender.

The withdrawal notice must be sent by registered mail with acknowledgement of receipt.

No tender may be modified subsequent to the deadline for submission indicated in the call for tender.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of validity of the tender.

2.12 Subcontracting

Subcontracting is permitted subject to the following conditions:

- Tenderers cannot subcontract more than 40% of the work.
- Tenderers must indicate in their tenders the amount of the contract (if any) that they intend to subcontract to third parties, as well as the identity and availability of the potential subcontractor(s).
- Tenderer must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO. With this respect, Tenderers should provide documents regarding the subcontractor as listed in 2.2.
- In case of subcontracting, the subcontractor should be accepted by the WCO. For this purpose, tenderers shall provide the WCO with evidence of the potential subcontractor(s) ability to perform the tasks entrusted to him/them and this evidence is to be included in the response of the call for tender. Such evidence is the same as that required from the contractor.
- The WCO reserves the right to refuse the subcontractor, at its sole discretion, if it estimates that the subcontractor does not provide enough evidence to perform the tasks entrusted to him.
- The subcontractor is the sole responsibility of the main contractor.
- Even where the WCO authorizes the contractor to subcontract to third parties, the contractor shall nonetheless remain bound by its obligations to the WCO under the contract.
- The contractor shall ensure that the subcontract does not affect rights and guarantees to which the WCO is entitled by virtue of the contract.
- Tenderers should note that the WCO shall consider intended subcontracting below 30% of the contract value as an indication that the potential contractor has the requisite resources to complete the tasks under the contract. It will also be considered as a factor potentially enhancing the proposed team organization. Therefore this point shall be taken into account in the assessment of the "project management" award criterion.

3. Assessment and award of a contract

3.1 Exclusion criteria

Applicants or tenderers shall be excluded from a contract if :

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have



entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the WCO's financial interests;

Tenderers must declare on their honour that they are not in one of the situations referred to above.

3.2 Selection criteria

Only those tenders fulfilling all the selection criteria shall be examined in the light of the award criteria.

The selection criteria are set out in section 2.2 (a).

3.3 Award criteria

Further to the price quoted for the performance of the contract, the following award criteria shall be applied :

Award criterion 1 – Technical quality of the reply (maximum 50 points)

This criterion relates to the thoroughness and quality of the reply received in response to the call for tender. The tenderers should explain their approach to this project which should reflect their understanding of the WCO requirements.

The draft questionnaire supplied by the supplier will be judged under this section.

Award criterion 2– Company expertise (maximum 30 points)

This criterion serves to assess the company's level of expertise, especially its experience of similar projects and the competences of the project team, stability of the team proposed for the duration of the project.

Award criterion 3 – Project management (maximum 20 points)

This criterion concerns the quality of the project planning, methodology, tools, respect of the calendar

3.4 Points

A points system to evaluate the award criteria relating to the technical merits of the tender shall be applied. A maximum of 50 points shall be attributed to criterion 1, a maximum of 30 points shall be attributed to criterion 2 and a maximum of 20 points shall be attributed to criterion 3.



Technical sufficiency levels : in order to be selected, companies shall have to score a minimum of 70% of the total score allocated to this level , that is a minimum of 35, 21 and 14 points under criteria 1, 2 and 3 respectively, giving a minimum total of 70 points.

3.5 Budget

The maximum total budget for this contract (including fees, travel and all other expenses) is 50,000 euro, excluding VAT.

The price quoted must be a firm, non-revisable price and must be denominated in euro.

Having examined the tenders from a technical perspective, the Advisory Committee on Contracts shall determine the tender which is the most economically advantageous, taking into account solely tenders having obtained a technical score of at least 70 of the 100 points that are available for the technical quality of the tender.

The Advisory Committee on Contracts shall then proceed with the financial classification of the tenders retained, according to the ranking procedures described below.

3.6 Ranking of the tenders and award of the contract

The tender offering the best value for money shall be chosen, provided that the minimum number of points cited above is achieved. Best value for money shall be calculated as follows :

- all tenders that do not reach the stated technical sufficiency levels for each award criterion shall not be considered for award of the contract;
- all tenders that meet each of the criteria and have scored at least 70 points (in accordance with paragraph 2 of section 3.4) shall be deemed technically sufficient.

The price shall then be divided by the total number of points awarded to obtain the price/quality ratio. The contract shall be awarded to the tenderer having submitted the tender offering the lowest price/quality ratio.

The WCO reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project.

Where applicable, the WCO may ask the tenderer to provide clarification about a tender.

This request, as well as the response, shall be in writing.

Each tenderer shall be informed about the decision by the Advisory Committee on Contracts.

3.7 No obligation to award the contract

In no way whatsoever does the call for tender procedure entail any obligation on the WCO's part to award the contract.

The WCO is not liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable should it decide not to award the contract.



In any event, the WCO retains the right to withdraw the call for tender or to reject all the tenders before a contract has been awarded, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

3.8 Special provision

The tenderers acknowledge and accept that any dispute arising between the WCO and the tenderer having been awarded the tender, regarding the interpretation and/or execution of the contract subsequent to the call for tender, and which the Parties have been unable to settle amicably within thirty (30) days from the date of notification of the dispute, shall be settled in accordance with the procedure laid down in Part 1 of Customs Co-operation Council Decision No. XXXIII, a copy of which is appended at Annex I hereto.



Annex I – Customs Co-operation Council Decision No. XXXIII

DECISION No. XXXIII

(November 1954)

HAVING REGARD to Article IX, Section 24, of the Annex to the Convention establishing the Customs Co-operation Council,

THE COUNCIL DECIDES :

to adopt the following modes of settlement of disputes arising out of contracts or other disputes of a private character to which the Council is a party and of disputes involving any official of the Council who by reason of his official position enjoys, immunity, if immunity has not been waived in accordance with the provisions of Sections 19 and 21.

I. Mode of settlement of disputes between the Customs Co-operation Council and third persons (other than its officials) arising out of contracts

All contracts entered into by the Customs Co-operation Council shall carry an arbitration clause by which the Council and the other party to the contract undertake to refer any disputes regarding interpretation or fulfilment of the contract to an Arbitration Tribunal which shall reach its decision by application of law and without appeal.

The said arbitration clause shall be worded as follows :

1. Any claim or dispute arising out of this agreement or its non-execution, or in respect of this Agreement or its non-execution, shall be settled by an Arbitration Tribunal of three arbitrators who shall render a majority decision, reached by application of law and without appeal.
2. The party wishing to refer a dispute or claim to arbitrate shall give notice thereof to the other party by registered letter naming the person selected as his arbitrator. The other party shall select his own arbitrator within one month of the date of such letter.

The parties shall thereupon formulate the issues involved and lay them before the arbitrators. The two arbitrators, having had the issues laid before them, shall appoint the third arbitrator.

If the two arbitrators fail to appoint the third arbitrator within fifteen days of receiving the statement of issues from the parties, the third arbitrator shall be appointed at the request of any one of the parties or selected arbitrators by the Belgian Minister of Foreign Affairs.

The three arbitrators thus appointed shall constitute the arbitration Tribunal.

3. The arbitrators shall meet at the seat of the Customs Co-operation Council in Brussels and shall decide the dispute or claim by application of Belgian domestic law or, if necessary, of the rules of private international law as applied in Belgium. The Tribunal shall not be bound in the matter of Rules of Procedure; it shall determine its own rules.



The Tribunal shall decide the manner in which costs and expenses are to be borne by the parties.

The Tribunal's powers shall expire three months after the termination of the proceedings of the completion of the final enquiry ordered by it.

4. Parties agree to accept the arbitral award rendered in accordance with the foregoing provisions as constituting final settlement of the claim or dispute.
5. The Customs Co-operation Council declares that no provision contained in the present arbitration clause will be considered by it as a waiver, either explicit or implicit, of any privilege or immunity which it may enjoy in law by virtue of its statute.

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