

## **RE-ADVERTISEMENT REQUEST FOR PROPOSAL**

**Subject : Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia**

**DATE :** Friday 29th October, 2021

**REFERENCE :** RFP21-259

You are requested to submit a comprehensive proposal for the above consultancy as per the Terms of Reference set out in **Annex II**.

To enable you to submit a Proposal, please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Terms of Reference
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Declaration of interest
- Annex VII:** Due diligence questionnaire
- Annex VIII:** SPC General Contract for supply Conditions

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours Sincerely

Akhilesh Prasad  
**Manager- Procurement, Grant, Risk & Assets**

**INSTRUCTIONS TO BIDDERS**

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia  
(RFP21-259)*

**1. Submission of Proposals**

**1.1.** Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical Proposal submission form
- c. Annex V: Financial Proposal submission form
- d. Annex VI: Declaration of interest
- e. Annex VII: Due diligence questionnaire

**1.2.** Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **Wednesday 15th December, 2021 by 8:00 AM (Noumea time)**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

**1.3.** All proposals submitted together with all correspondence and related documents shall be in English or in french. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English or in French should also be provided. In such case the interpreted document will be used for processing an evaluation purposes.

**1.4.** All prices in the proposals must be presented in Euro and inclusive of all taxes.

**1.5.** The proposal has to be in two separate emails as follows:

- i* Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject;
- ii* Send in a second e-mail the financial proposal and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

**1.6.** Proposals **must be** emailed to [procurement@spc.int](mailto:procurement@spc.int) with the heading "**RFP21-259- Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia**" (Refer 1.5(c)).

**1.7.** For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the Bidder.

**2. Request for Proposals Timelines and Due Dates**

2.1. The timeline and due dates for the RFP is provided in Table 1 below.

<b>Table 1: RFP timelines and due dates</b>		
	<b>Date</b>	<b>Time</b>
Deadline for seeking clarification from SPC	Monday 6 <sup>th</sup> December 2021	8:00 AM (Noumea time)
Deadline for the submission of RFPs	Wednesday 15 <sup>th</sup> December 2021	8:00 AM (Noumea time)

### 3. Bidders' responsibilities

- 3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a proposal substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2. The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.
- 3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.
- 3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.
- 3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.
- 3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.
- 3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this RFP in writing to the following email address [procurement@spc.int](mailto:procurement@spc.int) **only**. **Any attempt of communication with SPC, other than through this email address, may result in the disqualification of the bidder concerned.** The deadline for submission of clarifications is **Monday 6th December 2021 by 8:00 AM (Noumea time).**

3.7.2. Any prospective bidders seeking to arrange individual meetings with SPC during the RFP period may be excluded from the bidding procedure.

3.7.3. No clarification meeting / site visit planned.

#### **4. One Proposal per Bidder**

4.1. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

#### **5. Withdrawals of Proposals**

5.1. The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the Pacific Community prior to the deadline prescribed for submission of Proposals. The bidder's withdrawal notice shall be sent to the email address [procurement@spc.int](mailto:procurement@spc.int).

5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

#### **6. Validity of Proposals**

6.1. Bidders shall be bound by their proposal for a period of 120 days from the deadline for submission of proposals.

6.2. The successful bidder will be bound by his RFP for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

#### **7. Modifications to Proposals**

7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be published on SPC website prior to the deadline for receipt to enable other potential bidders to take appropriate actions.

7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

#### **8. Opening and Evaluation of Proposals**

8.1. The Proposals will be opened in the presence of the Bids Opening Committee after the closing of the RFP.

- 8.2.** To assist in the examination, evaluation and comparison of Proposals, SPC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
- 8.3.** The Procurement Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 8.4.** A two-stage procedure will be utilised to evaluate the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (Annex II). The table also reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the items in the overall evaluation process.
- 8.5.** The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria:

<b>Evaluation criteria</b>	<b>Score Weight (%)</b>	<b>Points Obtainable</b>
Ability to meet the hydrogeological survey requirements in the relevant areas on Tahiti through the implementation of an airborne data acquisition and electromagnetic data processing operation, as set out in the Terms of Reference in <b>Annex II</b> .	<b>25</b>	<b>175</b>
Accuracy of the survey and coverage rate of the relevant hydrogeological zones on Tahiti using the proposed data acquisition method.	<b>25</b>	<b>175</b>
Interoperability of data supplied.	<b>15</b>	<b>105</b>
Time needed to mobilise the proposed resources and equipment.	<b>15</b>	<b>105</b>
Ability to offer solutions to limit the impact of the research activities and mitigate any environmental impact from the resources deployed.	<b>10</b>	<b>70</b>
Ability to meet compliance requirements and respect relevant standards and decrees applicable in French Polynesia.	<b>10</b>	<b>70</b>
<b>Total score</b>	<b>100</b>	<b>700</b>
<b>Qualification score</b>	<b>70</b>	<b>490</b>

- 8.6.** The financial proposal will be opened only for bidders that passed the minimum technical score of 490 points (70%).

- 8.7.** Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 8.8.** The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded maximum 30 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

<b>Financial Proposal score</b>	<b>= (Lowest Price / Price under consideration) x 300</b>
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- 8.9** No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer
- 8.10** Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 8.11** Bidders must quote by estimated number of working days against fee per day and overall prices for their RFPs on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.
- 8.12** The price for the contract is inclusive of all taxes and is fixed and not subject to revision.

## **9. Award of Contract**

- 9.1.** The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Terms of reference with due consideration to SPC Procurement Policy which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.
- 9.2.** SPC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for SPC's action.
- 9.3.** SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.
- 9.4.** Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.

## 10. Bidder Protest

9.5. If a bidder involved in an SPC procurement process considers he is not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

9.6. To lodge a protest, you can email [complaints@spc.int](mailto:complaints@spc.int) with your allegations. Your protest will need to include:

- your full contact details;
- the details of the relevant procurement;
- the reasons for your protest, including how the alleged behavior negatively impacted on your bid;
- copies of any documents supporting your grounds for protest;
- the relief that is sought.

9.7. Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

9.8. Your protest will be received in good faith and will not impact your involvement in future bids.

## 10. Privacy notice

10.1. The bidder understands that their proposal and their personal information will be stored and used by SPC in accordance with SPC's *Privacy Policy* and *Guidelines for handling personal information of bidders and grant applicants*. Please inform SPC if you would like copies of the policy or guidelines.

10.2. If successful, the bidder understands that SPC will publish the name of the bidder.

## TERMS OF REFERENCE

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia  
(RFP21-259)*

### 1. Tender background

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#### 1.1. PROTEGE

PROTEGE is an integrated project aimed at reducing ecosystem vulnerability to climate change by building adaptation capacity and resilience. It targets activities in biodiversity management, conservation and its sustainable use with an added focus on water resources. It is funded by the 11<sup>th</sup> European Development Fund (EDF) for the territories of French Polynesia, New Caledonia, Wallis & Futuna and Pitcairn.

The project's overall objective is to build sustainable development and resilient economies in the Pacific's overseas countries and territories (OCTs) so as to address climate change by emphasising biodiversity and renewable natural resources.

The first specific objective is to strengthen the key primary sectors' sustainability, climate-change adaptation and autonomy. It is divided into two themes:

- Theme 1: The agro-ecological transition is under way to bring about climate-change-adapted and biodiversity-friendly farming, particularly organic, and forest resources are managed in an integrated and sustainable way.
- Theme 2: Reef and lagoon resources and aquaculture are managed in a sustainable and integrated manner suited both to island economies and climate change.

The second specific objective is to enhance ecosystem-service security by protecting water resources and biodiversity. It is also divided into two themes:

- Theme 3: Water is managed in an integrated and climate-change-adapted manner.
- Theme 4: Invasive alien species are managed so as to strengthen ecosystem-service and land-biodiversity protection, resilience and restoration.

The Pacific Community (SPC) has been tasked with managing the project for themes 1, 2 and 3 and the Pacific Regional Environment Programme (SPREP) for theme 4 based on a delegation agreement signed on 26 October 2018 between the European Union, SPC and SPREP. The project implementation period is four years.

#### 1.2. Theme 3: Water

Project theme 3 is intended to move the OCTs towards more integrated water management that is better suited to climate change. Three outcomes are expected from the theme:

- EO9: Water and aquatic environments are protected, managed and restored.
- EO10: Resilience to water-related natural and man-made risks is strengthened.
- EO11: Cooperation between the OCTs and between the OCTs and the ACP countries is strengthened and made sustainable through operational, coordination and support mechanisms.

### 1.3. Background for the consultancy

This RFP supports the objective of strengthening French Polynesia's resilience to natural and manmade risks.

With 80% of French Polynesia's people living there, Tahiti Island is the focus of population concerns and most of its economic issues. This concentration of people and activities is a major strain on water resources in general and groundwater in particular, with the latter supplying 60% of water needs. Mapping French Polynesia's subsurface properties and groundwater potential would, therefore, be a key area to focus on in the effort to preserve water resources and protect the public's health – one of the priorities identified by French Polynesia in its Water Policy.

Taking appropriate measures for protecting Tahiti's groundwater is currently hampered by limited available data in time and space. As human pressure mounts, fresh data for assessment and decision-making purposes are needed in the following areas:

- the drinking water supply, specifically in preserving existing resources, against a backdrop of overdrawn groundwater and vulnerable aquifers, and drawing on new resources;
- agricultural and industrial development; and
- land-use planning, particularly setting up waste processing facilities, e.g. at Nive'e and Paihoro.

Saltwater intrusion, i.e. when saltwater enters fresh groundwater tables, is one of the main challenges to water supply system security on islands. Drinking, agricultural and industrial water supply boreholes are particularly prone to rising saltwater due to over-pumping. When this happens, the aquifer salinisation process is irreversible in the short-to-medium term, and affected boreholes can be rendered unusable for many years. As such, locating and monitoring the saltwater wedge is one of the key issues in sustainably managing French Polynesia's water resources.

Nowadays, 3D imaging methods based on magnetism and electromagnetism provide an improved understanding of groundwater systems' complex organisation. They directly supply data on the depth, extent and thickness of underground formations and their hydrogeological processes, such as saltwater intrusion. By describing the geometry of such processes, borehole salinisation can be predicted in wells located in coastal aquifers, where they are often situated in French Polynesia.

## 2. Purpose of the consultancy

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### 2.1. Scope of the consultancy

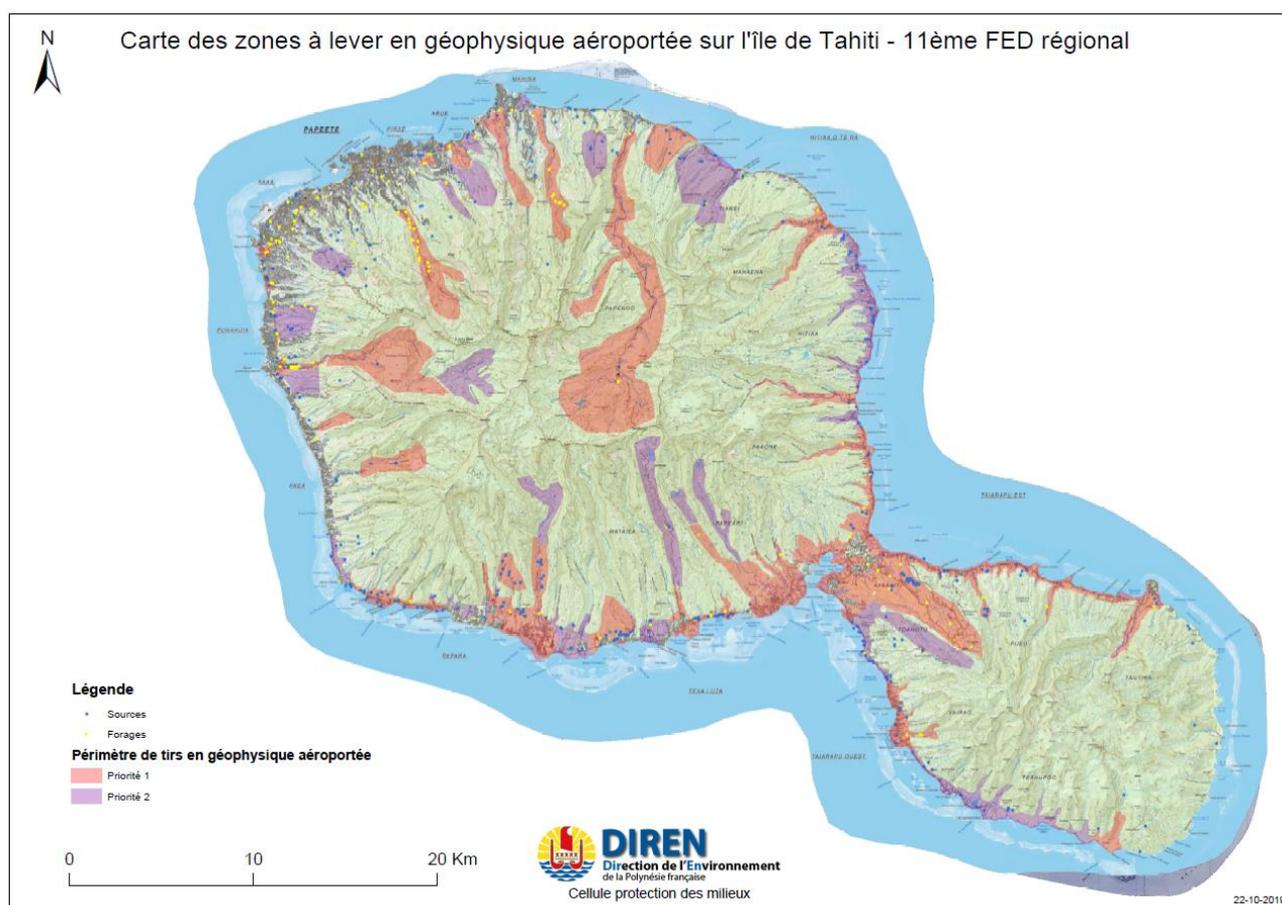
The purpose of this RFP is to carry out an airborne geophysical survey to provide French Polynesia with a tool that:

- maps groundwater systems and assesses the main hydrogeological formations and units' extent and thickness;
- locates the saltwater intrusions and maps the freshwater/saltwater interface;
- describes the intrinsic aquifer vulnerability to diffuse pollution pressure based on aquifer cappings; and
- generally improves knowledge of the island's geology, which would be useful for decision-making purposes when developing environmentally high-risk sites, such as waste processing facilities, and for natural disaster prevention.

The proposed project would, therefore, involve acquiring high-resolution helicopter-borne magnetic and electromagnetic survey data in a single measurement campaign and providing an initial interpretation of the data in the form of an estimate obtained by inverting the resistivity of the first few hundred metres below ground on Tahiti's coastal plain and main valleys.

This would provide French Polynesia with modern geophysical infrastructure, thereby significantly improving knowledge of Tahiti's subsurface environment and geometry, and even include a 3D description. It would specifically offer the opportunity of conducting a large range of local short and medium-term studies, including for the purposes of accurately characterising groundwater in the areas scanned. The fresh geophysical data would update geological maps and piecemeal drilling data, thereby providing a better handle on the subsurface environment and ultimately supplying more decision-making options to both the French Polynesian and local governments for managing groundwater resources and planning environmentally high-risk sites.

The survey will cover Tahiti's rural coastal strip, some of the island's valleys (see figure below) and other areas identified as priority zones by the Department of the Environment (DIREN) and its partners based on quantitative and qualitative preservation objectives for groundwater resources and land-use planning.



*Airborne geophysical survey zoning: priority (red) and additional (purple) areas*

The RFP is divided into two segments:

- a definitive segment made up of priority-1 areas totalling approximately 1200 linear kilometres with a space of 200 m between flight lines; and
- an additional segment made up of priority-2 areas totalling some further 600 linear kilometres with a space of 200 m between flight lines.

If necessary, the additional segment will be requested at the same time as the definitive segment, but SPC reserves the right to require only part of the additional segment, depending on the funds available for this operation.

Initially, the areas to be surveyed will be defined by the above map and a total linear mileage of 1800 km based on a 200 m flight line spacing. Variations to the RFP may, however, be made, such as locally adjusting an area or flight line spacing. If any such changes are made, they shall be specified and discussed by the bidder.

This groundwater survey shall have a nil or minimal impact on the natural environment, as it is particularly sensitive in French Polynesia.

The most suitable season for this type of airborne survey of Tahiti would be during the dry Southern Hemisphere winter, i.e. from mid-April to mid-October.

## 2.2. Consultancy details

The consultancy shall be provided in two phases, namely:

1. electromagnetic data acquisition; and
2. data processing and information system design.

### Phase 1: Electromagnetic data acquisition

This service includes acquiring all the electromagnetic and magnetic data required to characterise the subsurface environment and estimate its resistivity to a depth of a few hundred metres so as to locate the saltwater wedge.

This data acquisition phase shall include, among others, the following:

- preparing the acquisition campaign, i.e. approval of the flight path and measurement parameters, etc.;
- the operation schedule: delivery and removal of the equipment required and any procurements, etc.;
- identifying existing obstacles and any potential contingencies;
- maintaining an operation schedule;
- applying for the required authorisations, including those to:
  - overfly municipal areas from the appropriate municipalities;
  - overfly built-up areas from the High Commissioner's Office;
  - fly at low altitudes from the French National Department of Civil Aviation in French Polynesia (SEAC-PF);
  - use radio-electrical devices from the French National Frequency Agency (ANFR);
- conducting the survey campaign:
  - ensuring the equipment is in good working order and properly calibrated; and
  - data acquisition and quality control; and
- carrying out a brief assessment of the operation's carbon footprint (staff and equipment mobilisation and helicopter flights) so as to offset the carbon emitted by this PROTEGE operation.

The bidder shall be solely liable for obtaining such visas and paying such taxes as may be required to perform the required services and any other obligations that they may contract for the provision of such services. Furthermore, the bidder shall perform such services in accordance with local occupational health and safety regulations.

The Consultant shall, within seven days of the contract's signature, notify SPC by email of the period in which the data acquisition provided for in phase 1 of the service provision is due to commence. The date of

commencement shall be confirmed by email the day before, depending on the weather forecast, and approved by SPC.

If necessary, the grid may be tightened or expanded in targeted areas in consultation with all the project partners prior to conducting the survey so as to adjust the measurement criteria in order to improve results.

Prior to carrying out the survey, SPC and the Department of the Environment shall conduct a communication campaign to inform the public through press releases, town hall notices, notifications to elected officials, etc.

#### Phase 2: Data processing and information system design

In the second phase, the collected electromagnetic and magnetic data shall be entered into a complete data processing chain so as to provide resistivity data that can be directly analysed based on the objectives set forth in these terms of reference.

Data processing shall, therefore, include the following in particular:

- data pre-processing:
  - screening and filtering out outliers; and
  - georeferencing and altitude calibration;
- filtering the data to reduce the influence of ambient electromagnetic fields that constitute sources of natural or artificial noise;
- inverting the data based on an inversion model suitable for subsurface resistivity estimates using electromagnetic decay in terms of depth; and
- spatial interpolation of the resistivity estimates.

With regard to electromagnetic data inversion for estimating subsurface resistivity, the bidder shall specify and explain their choice of inversion model and the various modelling parameters.

An information system shall then be produced from:

- output data edited in a GIS-compatible format;
- mapping the vertical gradient of the residual magnetic field reduced to the pole;
- mapping resistivity for the various depth slices:
  - throughout Tahiti;
  - in each relevant municipal area; and
  - in each main watershed and other wider areas of interest, namely the Papenoo, Punaruu, Fautaua (Papeete, Pirae and Faaa) and Vaiiha (Hitiaa-Faone) river basins, and the Taravao Plateau (Afaahiti and Toahotu); and
- analysing the quality of the acquired data and identifying the limitations of the data produced in terms of the potential for locating the saltwater wedge beneath Tahiti's coastal plain and identifying new groundwater resources on the island.

### **3. Technical requirements**

Expertise in the proposed data acquisition methods and the related processing and use of such information is a requirement. The Consultant's team shall also include expert skills in geophysics and hydrogeology.

Sound knowledge of French Polynesia's geological and hydrogeological environment would be desirable in order to ensure that the acquired data are representative.

#### 4. Work arrangements

A contract governing this consultancy shall be signed by SPC and the Consultant. The PROTEGE Water Coordinator and PROTEGE French Polynesia Territorial Coordinator shall supervise the operation on behalf of SPC.

The Consultant shall coordinate all the services required to produce the expected data. They shall obtain all the types of authorisation they may require and comply with any changes in legislation and regulations related to the acquisition of the data.

The Consultant shall work in liaison with the Department of the Environment (DIREN), the lead agency for PROTEGE Theme 3 in French Polynesia, with regard to services related to preserving water resources and implementing French Polynesia's Water Policy. The technical aspects of the services shall be monitored by a working group including at least the following:

- the DIREN Water project officer;
- the PROTEGE Water facilitator within DIREN;
- the PROTEGE Water Coordinator at SPC;
- the SPC PROTEGE Territorial Coordinator for French Polynesia

Other persons who may act as facilitators for the services may attend the working group's meetings, as required.

Upon commencement of the services, a meeting between the Consultant and technical monitoring group shall be scheduled to discuss preparations for the data acquisition campaign. The meeting may be held remotely if required.

Each stage of the services shall be approved by the technical monitoring group before continuing the work. Such approval may be provided remotely by email.

At the end of the consultancy, a feedback meeting shall be held to present the outcomes of this consultancy to the technical monitoring group.

#### 5. Deliverables

The following deliverables shall be expected from the geophysical data acquisition services:

For phase 1:

- a data acquisition report in PDF format on the airborne geophysical survey including a brief carbon footprint assessment; and
- a digital archive of all the data acquired.

For phase 2:

- a processing and analysis report in PDF format including an assessment of the acquired data quality and a description of the processing chain used;
- a digital archive of all the data processed;
- a set of maps of the magnetic field and its vertical gradient;
- a set of resistivity maps for the various depth slices in the overall area (Tahiti), each municipality, each main watershed and each of the other extended areas of interest in both a GIS-compatible format (QGIS or ArcGIS) and PDF; and
- all the digital service deliverables stored on a physical medium (dongle).

**6. Terms of payment**

SPC intends to pay for the services as per the following payment schedule:

20%	upon signature of the contract between the Consultant and SPC
30%	upon receipt and approval by SPC of the first-phase deliverables
50%	upon receipt and approval by SPC of the second-phase deliverables

**7. Confidentiality clauses**

Consultants undertake not to reveal any facts and information they may learn during implementation of their services. Consultants undertake not to publicly acknowledge such facts/information or disclose them to third parties.

Failure to comply with this clause may result in termination of the contract and possible reimbursement of any costs incurred by the Pacific Community.

**PROPOSAL SUBMISSION FORM**

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia (RFP21-259)*

Procurement Unit

Email: [procurement@spc.int](mailto:procurement@spc.int)

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services as per requirements and all other items described or mentioned or reasonably to be inferred from the Terms of Reference provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgment of the Request for Proposal documents nor the acceptance of any RFP nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.
- **The SPC general conditions of contract are not negotiable.**

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Firm /Institution:**

\_\_\_\_\_

**Representative:**

\_\_\_\_\_

**Position of Representative:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**TECHNICAL PROPOSAL SUBMISSION FORM****PART A – Firm /Institution Background****PART A1**

<b>Registered Name:</b>	
<b>Year Established:</b>	
<b>Physical Address:</b>	
<b>Postal Address:</b>	
<b>Telephone Contact:</b>	
<b>Fax Number:</b>	
<b>Email:</b>	
<b>Contact Person:</b>	
<b>Position of Contact Person:</b>	
<b>Number of Employees:</b>	
Two contacts of referees /references of past similar projects conducted. Attach additional details as applicable.	1.
	2.
Legal registration of firm (attach documentation)	

**PART A2 – Experience of firm /institution and ability related to the required services**

	<b>Evaluation Criteria</b>	<b>Responses by Bidder Confirming Expertise, Experience, Ability, Technical Skills And Resources To Provide Professional Services To SPC (please provide documentation to support your proposal)</b>
1.	Ability to meet the hydrogeological survey requirements in the relevant areas on Tahiti through the implementation of an airborne data acquisition and electromagnetic data processing operation, as set out in the Terms of Reference in <b>Annex II</b> .	
2.	Accuracy of the survey and coverage rate of the relevant hydrogeological zones on Tahiti using the proposed data acquisition method.	
3.	Interoperability of data supplied.	
4.	Time needed to mobilise the proposed resources and equipment.	
5.	Ability to offer solutions to limit the impact of the research activities and mitigate any environmental impact from the resources deployed.	
6.	Ability to meet compliance requirements and respect relevant standards and decrees applicable in French Polynesia.	

**FINANCIAL PROPOSAL SUBMISSION FORM**

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources  
on Tahiti Island, French Polynesia  
(RFP21-259)*

1. All costs indicated on the financial proposal should be in Euro and inclusive of all applicable taxes.
2. Financial proposal detailed. Insert a table of unit costs and total costs for carrying out each operation, with travel costs, and administrative costs (up to 7% of the total amount of the offer) to be presented separately in the proposal price.

**CONFLICT OF INTEREST**

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia  
(RFP21-259)*

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
  
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

\_\_\_\_\_  
Name, Signature

\_\_\_\_\_  
Date

Title \_\_\_\_\_

**DUE DILIGENCE QUESTIONNAIRE**

*Airborne geophysical surveys to locate the saltwater wedge and identify new groundwater resources on Tahiti Island, French Polynesia (RFP21-259)*

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
  - a. Passport
  - b. Driver's license
  - c. Voter card or other government-issued identity card
  - d. Bank statement with the individual's name displayed
  
2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:
  - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
  - b. Any of the following documents:
    - Certificate of Incorporation
    - Memorandum and Articles of Association
    - Telephone bill in the name of the company
    - Bank statement with the entity's name displayed
  
2. Does your entity have foreign branches and/or subsidiaries? Yes No
  
3. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Domestic subsidiaries	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Overseas branches	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Overseas subsidiaries	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

4. Is your entity regulated by a national authority? Yes No  
 If you answered 'yes' please specify the name.

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No  
 If you answered 'yes', please send SPC your policy in English

6. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes  
No

If yes, please state that officer's contact details:.....

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No
- Casinos Yes No
- Cash Intensive Businesses Yes No
- Foreign Government Entities Yes No
- Non-Resident Individuals Yes No
- Money Service Businesses Yes No

8. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

9. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No  
 If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No  
 If you answered 'yes' please provide details

I declare that none of the funds received or to be received by me or my organisation are used or will be used for money laundering or terrorism financing.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Dated this.....day of..... [month and year] at.....

Name.....

Signature .....

**SPC GENERAL CONTRACT FOR SUPPLY CONDITIONS**

**(RFP21-259)**

**1. LEGAL STATUS**

The Contractor has the legal status of an independent Contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

**2. SOURCE OF INSTRUCTIONS**

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

**4. SPECIFIED PERSONNEL**

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including

Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

**5. ASSIGNMENT**

The Contractor may not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of SPC.

**6. SUB-CONTRACTING**

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this contract.

**7. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising

from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

## **8. INDEMNIFICATION**

8.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

8.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.

8.3 The obligations under this clause do not lapse upon termination of this contract.

## **9. FRAUD AND CORRUPTION**

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC

or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

## **10. INSURANCE AND LIABILITIES TO THIRD PARTIES**

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

10.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

## **11. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Contractor.

## **12. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as

when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this contract. This includes derivative works created as a result of products created pursuant to this contract.

13.2 At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC.

### **14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise without SPC's prior written approval.

### **15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

15.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the

Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### **16. TAX EXEMPTION**

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

16.2 The Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

16.3 The Contractor is responsible for payment of their own income taxes.

### **17. CONFLICT OF INTEREST**

17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

## 18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

### *Child protection*

18.3 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

### *Human rights*

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

### *Gender equality and social inclusion*

18.7 SPC is committed to progress gender equality and social inclusion in all areas of its

work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms of discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

(i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.

(ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

### *Environmental responsibility*

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise

the impact of their activities towards climate change and damage to the environment.

#### **19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING**

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not

appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

(i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

(ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

#### **20. OBSERVANCE OF THE LAW**

The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this contract.

#### **21. AUTHORITY TO MODIFY**

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.

#### **22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

22.1 Force majeure for the purposes of this contract means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this contract.

22.3 The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this contract.

22.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, SPC shall have the right to suspend or terminate this contract on the same terms and conditions as are provided for in clause 17 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **23. TERMINATION**

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance

with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

23.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

23.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

#### **24. SETTLEMENT OF DISPUTES**

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **25. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.