



REQUEST FOR PROPOSALS (RFP)

TO: SUITABLY QUALIFIED FISHERIES CONSULTANTS

RFP No: CP05_1718

DATE: 20 December 2017

SUBJECT : FUEL BUNKERING FEASIBILITY STUDY FOR KIRIBATI.

Proposals are sought from suitably qualified and experienced Consultant(s) or Consultancy firm(s) to carry out a Fuel Bunkering Feasibility Study for the Republic of Kiribati.

The Government of Kiribati (GoK) through the Ministry of Fisheries and Marine Resources Development (MFMRD) is planning to participate in the fuel bunkering business for fishing vessels. The outcome of this feasibility study should provide business development options to the GoK on pursuing this potential business opportunity.

To enable you to submit a Request for Proposal for this work, please find enclosed:

Annex I: Instructions to Bidders

Annex II: Terms of Reference, containing a description of FFA's requirements for which these services are being sought

Annex III: FFA Standard Conditions of Contract

This request is not to be construed in any way as an offer to contract any specific party.

James T. Movick

Director General

Annex I

INSTRUCTIONS TO BIDDERS

RFP No: CP05_1718

CONSULTANCY TO UNDERTAKE A FUEL BUNKERING FEASIBILITY STUDY FOR KIRIBATI

1. Submission of Proposals

1.1. All proposals submitted together with all correspondence and related documents shall be in English.

1.2. All prices in the proposals must be presented in United States Dollar (USD).

1.3. Any proposal received after the 2nd of February 2018 will be rejected. FFA 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 FFA on its own initiative or in response to a clarification requested by a prospective bidder.

1.4. In tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire scope of work. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology and the time lines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. The CV of the consultant(s) proposed to complete the work, including background and relevant experience of the consultant(s) as well as a summary of any similar fisheries policy work;
- iii. A separate enclosed financial proposal providing a detailed cost summary for the implementation of the work which must include the daily fee rate(s) for the consultant(s).

2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their Proposal.

3. Outputs required

A suitably qualified and experienced consultant is expected to deliver the following outputs:

Output	
i	Work plan and proposed schedule
ii	A brief profile of the fuel bunkering industry supplying fishing vessels in the WCPO
iii	Draft feasibility document for presentation to MFMRD.
iv	Final Feasibility Study document with recommendations on specific business development options.

4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix.

Competency Requirements	Score Weight (%)
1. Demonstrated practical understanding of fuel bunkering, procurement and pricing.	30
2. Experience in assessing marine fuel distribution operations, based on a good understanding of alternative business models, operating costs, risks and returns.	30
3. Understanding of the regions tuna fisheries and the regional arrangements and framework in promoting the economic interest of member countries	20
4. Ability to liaise and effectively communicate with all relevant stakeholders	20
Total Score	100%
Qualification Score	70%

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder(s) offering the best value for money taking into account the cumulative scores of technical and financial evaluations. The overall evaluation weighting shall be 80% Technical and 20% Financial.

5. Financial Proposals

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. Financial proposals should provide a budget for the project including professional fees, travel and accommodation and any others costs associated with the completion of this work. The estimated time required for the consultancy is 12 consultancy days.

6. Request for further information

Queries or questions are to be emailed to the Director, Fisheries Development Division, FFA, email: mike.batty@ffa.int

7. Award of Contract

FFA 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(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

8. FFA's right to vary requirements at time of award.

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Request for Proposal (RFP) without any change in price or other terms and conditions.

9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with the subject line heading "KIRIBATI FUEL BUNKERING FEASIBILITY"

All proposals must be received by FFA before 5.00pm (Local time), 2nd February 2018

10. Timing of the Study

FFA will ensure prompt selection of the consultant, who should be ready to mobilise and commence work upon signing of the contract. A discussion paper should be completed by in early March for consideration by MFMRD.

11. Notification

The names of winning bidders shall be advertised on the FFA website; www.ffa.int/employment/tenders/tender_results

Annex II

TERMS OF REFERENCE

RFP No: CP05_1718

REQUEST FOR PROPOSAL FOR A CONSULTANCY TO UNDERTAKE A FUEL BUNKERING FEASIBILITY STUDY FOR KIRIBATI

INTRODUCTION

The Forum Fisheries Agency (FFA) is seeking consultants to undertake a fuel bunkering feasibility study for the Government of Kiribati (GoK). The outcome of this feasibility study should provide business development options to guide the Government on pursuing potential fuel bunkering business opportunities.

BACKGROUND

The Republic of Kiribati boasts one of the most productive offshore fisheries in the Western and Central Pacific region, with an Exclusive Economic Zone (EEZ) covering approximately 3.5 million km². In 2015, the total volume of tuna that was caught within its EEZ was reported to be 641,119mt. 96% of the catch was caught by licensed purse seine fishing vessels. From this volume caught, the Government was able to generate revenue from fishing licenses amounting to AUD197.8million, which is an increase of 39.6% over the previous 2014 record of AUD 141.6million in 2014.

Notwithstanding fishing license revenue contributes over 60% to its National Budget, the Government is mindful of the seasonality of fishing and the volatility of the global tuna industry, and has in recent times encouraged opportunities to broaden its offshore resource revenue streams. This is mostly driven by its aspiration for onshore developments which can also generate other economic benefits such as creation of employment, indirect government revenues from taxes, fees and charges, and spin-off opportunities that could empower its commercial artisanal fishery.

For instance, in 2012, under a joint venture arrangement, GoK established its first ever shore based tuna processing plant, the Kiribati Fish Limited (KFL) - a small to medium size tuna longline processing plant, that targets both the fresh and chilled markets. The JV company manages over 15 longline chartered fishing vessels, which are required to land and process their catch in country at the KFL plant.

In line with its domestic industry development aspirations, Kiribati registered and flagged fleet has increased since 2011. As of 2015, Kiribati has registered a total of 49 vessels, comprised of 8 bunker vessels, 5 reefer carriers, 14 tuna longline vessels, 1 pole & line vessel and 21 purse seine vessels. These vessels operate within both the Kiribati EEZ and the Western and Central Pacific Fisheries Commission area.

Apart from its own registered fleets, Kiribati has bi-lateral fishing agreements with distant water fishing partners, and with the US under the multi-lateral treaty, which also involves other Pacific Islands Parties (PIP).

With the size of fishing fleet and the fishing effort in its EEZ, Kiribati has encouraged activities pertaining to transshipments, shore based processing, and more recently is considering opportunities for fuel bunkering for these fishing vessels. Pending feasibility of a fuel bunkering business, the GoK is considering options that may include the establishment of a JV company,

a chartering arrangement with existing bunkering companies, or a GoK owned bunkering company, to supply fishing vessels.

OBJECTIVE

The objective of this consultancy is to determine economic opportunities for the Government of Kiribati from participating in the provision of bunkering services to fishing vessels, including an assessment of basic feasibility and addressing financial, environmental and regulatory issues.

ACTIVITIES

The activities expected of the Consultant(s) shall include, but not necessarily be limited to, the following:

- i) Assess the expected fuel demand from all fishing fleets, primarily purse seine and tuna longline fishing vessels that operate in or near the Kiribati EEZ, covering issues of fuel quality, seasonality and demand profile; distinguish between elements of the fleet that are locally based, those that are highly dependent on fishing in the EEZ, and those that operate mainly in other zones.
- ii) Investigate the current supply method (presumed to be mainly bunkering at sea) and estimate the unit cost of the fishing fleets' current fuel supply and the operating costs and profit margin of the suppliers. This will involve consultation with the companies licensed to fish in the EEZ.
- iii) Examine and explain the advantages and disadvantages of three options: continuing with fuel supply at sea; requiring bunker vessels to transfer fuel in one or more designated ports; and the provision of fuel to fishing vessels from storage facilities on-shore. Which model(s) makes sense and why?
- iv) Depending on the conclusions from point (iii), examine how the Government of Kiribati could participate in the fuel bunkering business through the establishment of a joint venture with an existing bunkering company; ownership or charter of bunker vessels; or development of onshore storage. Estimate in general terms the capital investment and working capital required to venture into the business.
- v) If appropriate - assess the potential impact of increased volumes of fuel through existing Kiribati on-shore facilities including:
 - Capacity and capability of existing infrastructure to handle increased volumes
 - Likely impact of increased volumes on Kiribati's fuel price
 - Environmental and social impacts
- vi) Make recommendation on the steps needed to progress the concept to an operational model, by considering economic, financial, environmental, and regulatory considerations for the project.

APPROACH

- i) Develop a brief work plan, in consultation with FFA and Ministry of Fisheries and Marine Resources Development, for the conduct of the study.
- ii) Prepare a brief profile of the bunkering industry supplying fishing vessels in the Western Central Pacific Ocean.
- iii) Review previous work and initiatives by members or regional agencies in promoting fuel bunkering in the region, including risks, challenges and constraints from past projects including MT Tetatau in Kiribati.
- iv) Conduct a scoping mission to hold discussions with MFMRD, Port Authorities, Government Utility Bodies, Department of Environment, and other relevant regulatory agencies and stakeholders, for collation of requisite business and industry data and information;
- v) Assess existing port infrastructure and fuel bunkering facilities to determine physical and capacity requirements to meet anticipated demand, and determine what improvements or additional facilities may be required, including relevant capital costs;
- vi) Utilising information from the Federated States of Micronesia Arrangement (FSMA) fishing vessels report, ascertain the annual volume and value of fuel purchases from all sources, be it from high seas bunkering or shore bases to sponsoring countries.
- vii) Conduct and facilitate discussions with relevant Government agencies, port authorities, fuel bunkering companies, and fishing fleets to develop and document a comprehensive understanding of fuel bunkering demand out of Kiribati;

The approach outlined above should enable submission of a detailed Feasibility Assessment of the various business options together with a recommended outcome and proposed steps for implementation.

OPERATIONAL ARRANGEMENT

The consultant will report to the Director of Fisheries Development, FFA. The Fisheries Investment Adviser will be the first point of contact for any enquiries, and this will be done in consultation with MFMRD contact person. The Consultant shall liaise closely and take into account advice and recommendations made by FFA staff in relation to the Consultancy and other matters related thereto.

ASSISTANCE TO BE PROVIDED BY FFA

1. As far as possible, provision of necessary documents, on a confidential basis if necessary, to the consultant upon request;

ASSISTANCE TO BE PROVIDED BY MFMRD

1. Liaison with other relevant Government agencies as required, including official notification to those agencies of the nature of the project and a request to cooperate with the consultant;

2. Provide logistical support and office space if required

OUTPUTS/MILESTONES

The Consultant shall prepare the following:

Output	Proposed time-line
Work plan and proposed schedule	Within one week of contract signature
Provision of profile of the fuel bunkering industry supplying fishing vessels in the WCPO	Within 14 days
Draft Feasibility Study Document with recommendations on key considerations, and with particular emphasis on the proposed business development options	2 weeks after completion of fieldwork and consultations
Final Feasibility Study document	1 week after receiving feedback on the draft feasibility study report

AWARD OF CONTRACT

FFA 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(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

FFA'S RIGHTS TO VARY REQUIREMEN AT TIME OF AWARD

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Request for Proposal (RFP) without any change in price or other terms and conditions.

CLOSING DATE FOR PROPOSALS

Proposals should be emailed to mike.batty@ffa.int with the subject line heading “**Fuel Bunkering Feasibility Study**”. All proposals must be received by FFA before 5.00pm (local time) 2nd February 2018.

Please note that the FFA Standard Conditions of Contract are not negotiable.

Annex III

FFA STANDARD CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract:

- (a) "Consultancy Services" means the Consultancy Services described in Schedule A;
- (b) "Memorandum of Agreement" means the agreement executed by and between FFA and the Consultants in which these Conditions have been incorporated by reference;
- (c) "FFA" means the South Pacific Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (d) "Contract" means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties;
- (e) "Confidential Information" means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by FFA as confidential;
 - (iii) the Consultant knows or ought to know is confidential;but does not include information which:
 - is or becomes public knowledge other than by breach of this Contract;
 - is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from FFA;
 - has been independently developed or acquired by the Consultant.
- (f) "Usual Place of Residence" means the place of residence of the Consultants during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) "Term of Engagement" means the entire period during which the Consultants will be expected to perform the Consultancy Services.

1.2 Words importing a gender include any other gender.

1.3 Words in the singular number include the plural and words in the plural number include the singular.

1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.5 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

2. Fees

2.1 FFA shall pay fees to the Consultants in respect of the Consultancy Services at the rate and in the currency specified in Schedule B to the Memorandum of Agreement on the basis of time spent by the Consultants in performing the Consultancy Services. For the purpose of determining the amount of such fees:

- (a) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Consultant, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Expenses

- 3.1 In addition to the fees specified in clause 2, FFA shall pay to or reimburse the Consultants for the following allowances, costs and expenses:
- (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Consultant shall be absent from the Usual Place of Residence for the purpose of performing the Consultancy Services; provided that DSA will be paid for the day of departure from the Usual Place of Residence but not for the day of return thereto. The DSA covers all accommodation charges, including government taxes (where applicable), meals, laundry and incidental expenses.
 - (b) All transportation costs properly and reasonably incurred by the Consultant in travelling for the purposes of the Consultancy Services whether within the Country of Assignment or elsewhere, including the cost of transportation by an appropriate means of public transport between the Usual Place of Residence and the nearest convenient international airport and the cost of economy class air travel.
 - (c) All other reasonable out-of-pocket expenses of the Consultants arising directly out of the performance of the Consultancy Services, including communications charges, airport and departure taxes, visa fees, taxi fares, and photocopying charges.

4. Payment of Fees, Costs and Expenses

- 4.1 The consultancy fees payable under the Contract will be paid to the consultants in accordance with Schedule B and to the satisfaction of the FFA.
- 4.2 Where the Consultancy Services have not been performed to the satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
- (a) require the Consultant to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or
 - (b) terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.
- 4.3 The travel costs and DSA (other than those paid in advance by FFA under Schedule B) shall be paid by FFA upon written application made by the Consultant to FFA, supported by such receipts or other evidence as FFA may reasonably require to establish that the Consultant was absent for the purpose of the Consultancy Services from the Usual Place of Residence. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement.
- 4.4 Printing and distribution costs and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Consultant to FFA, supported by

such receipts or other evidence as FFA may reasonably require to establish that the expenditure was incurred in the amount and currency and in the manner claimed.

- 4.5 Unless otherwise agreed between the 'Consultants; and FFA, the fees shall be paid in the currency specified in Schedule B. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in US dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the 'Consultants'.
- 4.6 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Consultants incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

All medical insurance costs shall be borne by the Consultant and FFA shall be under no liability in respect of medical expenses of the Consultants.

6. Indemnity

- 6.1 Subject to the provisions of this Contract, the Consultants shall at all times indemnify and hold harmless FFA, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Consultants in connection with this Contract.
- 6.2 The Consultants' liability to indemnify FFA under clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officers, employees or agents contributed to the loss or liability.
- 6.3 The indemnity referred to in clause 6.1 shall survive the expiration or termination of this Contract.

7. General Covenants

- 7.1 The Consultants covenant and agree that:
- (a) During the Term of Engagement, they shall devote the whole of their time and attention to the performance of the Consultancy Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. They shall make or assist in making all such reports and recommendations as may be contemplated by the Terms of Reference and shall at all times cooperate with FFA, its employees and agents. After the termination of the engagement they shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

- (b) At all times they shall act with appropriate propriety and in particular, refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
- (c) They shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) They shall report immediately to FFA any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Consultancy Services, including circumstances and events relating to his transportation and accommodation.
- (e) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultants while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Consultants may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

8. Conflict of Interest

- 8.1 The Consultants warrants that, to the best of their knowledge, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of his obligations under this Contract.
- 8.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Consultants undertake to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Consultants fail to notify FFA or are unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 10.
- 8.3 The Consultants shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultants in providing the Consultancy Services to FFA fairly and independently.

9. Disclosure of Information

- 9.1 The Consultants shall not, without the prior written approval of FFA, disclose to any person other than FFA, any Confidential Information. In giving written approval, FFA may impose such terms and conditions as it thinks fit.
- 9.2 FFA may at any time require the Consultants to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultants shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Consultants under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

10. Termination

- 10.1 FFA may, at any time by written notice, terminate this Contract in whole or in part. If this

Contract is so terminated, FFA shall be liable only for:

- (a) payment under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
- (b) subject to clauses 10.3 and 10.4, any reasonable costs incurred by the Consultants and directly attributable to the termination or partial termination of this Contract.

10.2 Upon receipt of a notice of termination the Consultants shall:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimize loss resulting from that termination;
- (c) continue work on any part of the Consultancy Services not affected by the notice.

10.3 In the event of partial termination FFA's liability to pay fees under Schedule B shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.

10.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultants under this Contract, together exceed the total fees set out in Schedule B.

11. Default

11.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

12. Waiver

12.1 A waiver by either party in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

13. Notices

13.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:

- (a) if given by the Consultants to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
- (b) if given by FFA to the Consultants, signed by the Director-General or Deputy Director-General and forwarded to the Consultants at the Usual Place of Residence.

13.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, facsimile or telex to the address of the party to which it is sent.

13.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered personally, on the date of delivery;

- (b) if sent by pre-paid registered post, on the day that the acknowledgment of delivery is completed by the recipient; and
- (c) if sent by facsimile, on the business day next following the day of despatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of despatch that the transmission was illegible.

14. Entire Agreement and Variation

- 14.1 This Contract contains the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 14.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Schedule A shall be legally binding upon either party unless in writing and signed by both parties.

15. Severability

- 15.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

16. Applicable Law

- 16.1 This Contract shall be governed by and construed in accordance with the laws of Solomon Islands and the parties agree, subject to the Contract, that the courts of Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.