



**FFA**

## **REQUEST FOR PROPOSAL**

3 April 2024

RFP No.: CP19\_2324

**TO:** SUITABLY QUALIFIED AND EXPERIENCED ORGANISATIONS AND INDIVIDUAL CONTRACTORS

**FROM:** DR MANU TUPOU-ROOSEN, DIRECTOR-GENERAL

**SUBJECT: REQUEST FOR PROPOSAL (RFP) TO CONDUCT FEASIBILITY STUDY FOR TONGA TUNA AND DEEP-WATER SNAPPER LOINING FACILITY**

Proposals are invited in response to the Request for Proposal (RFP Ref No: CP19\_2324) from suitably qualified and experienced contractor(s) to conduct a Feasibility Study for Tonga Tuna and Deep-Water Snapper Loining Facility.

To enable the submission of a proposal, the following documents are attached:

- Annex I: Instructions to Bidders.
- Annex II: Terms of Reference containing the description of FFA's requirements for which these services are being sought.
- Annex III: FFA Standard Conditions of Contract

Note that the deadline for submission of the Request for Proposals is on **Thursday 9<sup>th</sup> May 2024** at 5.00pm (Solomon Islands time).

Should you have any questions, please contact:

Mr Ferral Lasi  
FFA PEUMP MSC Adviser  
FFA  
[ferral.lasi@ffa.int](mailto:ferral.lasi@ffa.int)

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

Dr Manumatavai Tupou-Roosen  
**DIRECTOR-GENERAL**

**INSTRUCTIONS TO BIDDERS****RFP: CP19\_2324****REQUEST FOR PROPOSAL (RFP) TO CONDUCT FEASIBILITY STUDY FOR TONGA TUNA AND DEEP-WATER SNAPPER LOINING FACILITY.****1. Submission of Proposal**

- i) All proposals submitted together with all correspondence and related documents shall be in English.
- ii) All prices in the proposals must be presented in United States Dollar (USD).
- iii) Any proposal received after **Thursday 9<sup>th</sup> May 2024** at 5.00pm Solomon Islands time will not be considered. FFA may, at its discretion, extend the deadline for the submission of proposals by placing a notice in its social media platforms, including in particular the FFA Website [www.ffa.int](http://www.ffa.int). 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.
- iv) 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 TOR. The FFA Standard Conditions for Contract are not negotiable.
- v) The proposal should also include:
  - a. A cover letter outlining proposed methodology, workplan and the timelines for undertaking the assignment as per the TOR (Annex II);
  - b. The Curriculum Vitae of all the personnel who will be assigned to the project, including background and relevant experience of the consultant(s) as well as a summary of any similar work;
  - c. A separate financial proposal providing a detailed cost summary for the implementation of the TOR which must include the daily fee rate(s) for the personnel, and other resources assigned to the project(s);
  - d. References and project brief of two (2) other similar assignments undertaken in the past.

**2. Period of validity of proposals**

- i. Proposals shall remain valid for sixty (60) days after the date of 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.
- ii. 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. Request for further information**

For additional information regarding the tender please contact Ferral Lasi, FFA PEUMP MSC Adviser FFA, Honiara, Solomon Islands, email: [ferral.lasi@ffa.int](mailto:ferral.lasi@ffa.int)

#### 4. Closing date of proposal

Tenders must be received on **Thursday 9<sup>th</sup> May 2024** by 5.00pm (Solomon Islands time)

Tenders should be addressed to:

RFP Ref No: CP19\_2324 Request for.

Director General  
FFA Tender Committee  
Forum Fisheries Agency (FFA)  
PO Box 629  
Honiara

OR

Emailed to: [procurement@ffa.int](mailto:procurement@ffa.int) please note in the subject line: RFP Ref No: CP19\_2324 Request for Proposal (RFP) to conduct Feasibility Study for Tonga Tuna and Deep-Water Snapper Loining Facility.

#### **Award of Contract**

FFA reserves the right to accept any RFP, and to annul the solicitation process and reject all proposals at any time prior to award of any 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.

#### 5. Notification

The names of winning bidders shall be advertised on the FFA website;  
[www.ffa.int/employment/tenders/tender\\_results](http://www.ffa.int/employment/tenders/tender_results)

**TERMS OF REFERENCE (TOR)****RFP: CP19\_2324****REQUEST FOR PROPOSAL (RFP) TO CONDUCT FEASIBILITY STUDY FOR TONGA TUNA AND DEEP-WATER SNAPPER LOINING FACILITY.****Background**

The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1977 which adopted the Declaration on the Law of the Sea and a Regional Fisheries Agency and outlined its functions. FFA strengthens national capacity and regional solidarity so its 17 members can manage, control, and develop their tuna fisheries now and in the future. Based in Honiara, Solomon Islands, FFA's 17 Pacific Island members are Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, and Vanuatu.

FFA was established to help countries sustainably manage their fishery resources that fall within their 200-mile Exclusive Economic Zones (EEZs). FFA is an advisory body providing expertise, technical assistance, and other support to its members who make sovereign decisions about their tuna resources and participate in regional decision-making on tuna management through agencies such as the Western and Central Pacific Fisheries Commission (WCPFC). FFA consists of the governing body, the Forum Fisheries Committee (FFC) which is constituted by officials and Ministers, and a Secretariat.

**FFA's Role for its Members**

The Secretariat, with a current establishment of 116 positions, is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operations, and Corporate Services. FFA is led by an executive management unit headed by the Director-General which is part of the High-Level Advice functions. "Our people enjoying the greatest possible social and economic benefits from the sustainable use of offshore fisheries resources" is the vision that the FFA Secretariat has committed to through its 2020- 2025 Strategic Plan.

The FFA's Mission Statement is "Empowering FFA Members to take collective and national action for the sustainable use of offshore fisheries resources" The 2021 -2025 Business Plan is the plan for the FFA Secretariat to deliver the operating intentions of its Members. The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1978 which adopted a Declaration on the Law of the Sea and the establishment of a regional fisheries agency and outlined its functions. In recent years FFA has been translating its ad-hoc tuna fishery training into accredited qualifications offered through recognised higher educational training providers in the Pacific. These study programmes in fisheries range from competency-based TAFE qualifications to post-graduate courses. The Agency is responsible for assisting its 17 members to build and develop human resource capacity in sustainable tuna fishery management and development of the tuna fishery resources while maintaining operational enforcement and compliance with national laws and regional tuna fisheries arrangements.

FFA's Business Plan underpins its Annual Work Program and Budget, Annual Report and uses the six strategic outcomes in the Strategic Plan to identify short-term and medium-term outcomes which are:

1. Offshore fisheries are ecologically sustainable
2. FFA Members' offshore fisheries rights are well defined
3. FFA Members' offshore fisheries rights are secured and protected
4. Economic and social benefits are optimised for FFA Member countries and our people, within the context of ecologically sustainable fisheries
5. Our people are empowered through strong and effective national, sub-regional and regional fisheries organisations
6. FFA Secretariat is a professional organisation providing high quality advice and other services to FFA Members.

The FFA Values include Collaborative Partnerships, Integrity, Professionalism, Respect, Social Equity, Engagement & Responsiveness and Professional Growth. Fisheries Management Fisheries management at FFA provides policy and services to its members to build national capacity and regional solidarity for the sustainable management of tuna in the Pacific.

The Ministry of Fisheries is responsible for ensuring sustainable management of fisheries resources. A key activity for the Ministry is the delivery of the Tonga Fishery Sector Plan (TFSP), a long-term plan to maximize the sustainable contribution of the fisheries sector to food security and economic growth.

The Ministry of Fisheries priority includes maximizing economic returns and social benefits for the people of Tonga. Among other opportunities is to increase production and export from the Tuna and deep-water snapper and Deep-water snapper fisheries. Activities include improving the existing export processing facilities and adding value products like Loining.

Tonga Ministry of Fisheries in collaboration with the fisheries business and Tonga National Fisheries Council is considering the establishment of a tuna and deep-water snapper & deep-water snapper loining facility and requires a feasibility study to assess the viability and potential challenges associated with the project. The facility aims to process tuna and deep-water snapper and deep-water species into loins for distribution to various markets.

## Objectives

The objectives of the consultancy are:

- Conduct a comprehensive feasibility study to assess the viability of establishing a tuna and deep-water snapper loining facility.
- Evaluate market demand and potential competition for tuna and deep-water snapper loin products.
- Assess the availability and cost-effectiveness of raw materials (tuna and deep-water snapper) and other resources.
- Evaluate the Tuimatamoana Fish Market site, the adjacent facility and any other sites suggested by the Ministry of Fisheries considering logistical factors and regulatory requirements.

- Provide recommendations for the next steps based on the study findings.

### Scope of Services

The consultancy services will include, but are not limited to:

- Market analysis: Assessing current and future demand for tuna and deep-water snapper loin products, identifying potential customers, and analysing market trends.
- Technical assessment: Evaluating the technical feasibility of tuna and deep-water snapper loining operations, including processing methods, equipment requirements, and quality control measures.
- Financial analysis: Estimating the initial investment required for facility setup, operational costs, revenue projections, and return on investment (ROI).
- Site evaluation: Conducting site visits and assessments to identify suitable locations for the facility, considering factors such as accessibility, infrastructure, and regulatory compliance.
- Risk assessment: Identifying potential risks and challenges associated with the project and proposing mitigation strategies.
- Preparation of a comprehensive feasibility study report outlining findings, recommendations, and conclusions.

### Deliverables

The consultant/s will be expected deliver the following:

- Market analysis report detailing demand, competition, and market trends.
- Technical assessment report outlining processing methods, equipment requirements, and quality control measures.
- Financial analysis report including investment estimates, operational costs, revenue projections, and ROI analysis.
- Site evaluation report highlighting potential locations, infrastructure, and regulatory considerations.
- Risk assessment report identifying potential risks and mitigation strategies.
- Comprehensive feasibility study report consolidating all findings, recommendations, and conclusions.

### Time Schedule and Reporting Requirements

The consultant is obligated to report to the FFA PEUMP MCS Adviser throughout the duration of the contract's administration. It is expected that the consultant will propose a timeline for the completion of their work, and they are not to exceed this timeline once the consultancy contract commences. Additionally, they are responsible for ensuring that the consultancy report is submitted to and approved by the FFA within the designated timeframe.

### Evaluation of RFP

All bids shall be evaluated using a two-stage procedure with evaluation of the technical proposal being completed prior to any financial proposal being reviewed and compared.

Bidders are required to submit their financial and technical proposal as two separate documents.

## Technical Proposal

The technical Proposal shall be submitted on the Technical Proposal submission form annexed as Annex III. The submission form should be completed detailing each of competency requirements, experience and proposed methodology and project plan for the assignment.

The technical proposal will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Weighting</b>
The consultant(s) undertaking this project should possess expertise in the seafood processing industry with a focus on tuna and deep-water snapper processing and facility feasibility studies	40%
The methodology proposed to undertake the assignment demonstrates good understanding of the requirements and the timeline proposed for completion of the work and submission of a final report is acceptable.	30%
Relevant experience in market analysis, technical assessment, and financial analysis is required.	30%
<b>Total</b>	<b>100%</b>

## Financial Proposal

In the second stage of the evaluation process, the financial proposal will be evaluated for those bidders who have attained a minimum of 70% score in the technical evaluation.

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 and any other costs associated with the completion of this consultancy.

The associated travel and accommodation at the site will be catered separately by the Forum as and when needed with the flights been the most direct economy class.

The price must be quoted in United States Dollars (USD).

## Payment Schedule

The payment schedule for the contract is proposed as follows:

	<b>Milestone/Output</b>	<b>% Payment</b>
1.	Signing of contract	20%
2.	Evaluation report the Tuimatamoana Fish Market site	20%
3.	Finalised recommendations for the next steps based on the study findings	60%

<b>FFA STANDARD CONDITIONS OF CONTRACT</b>
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**1. Definitions**

## 1.1 In this Contract:

- (a) "Consultancy Services" means the Consultancy Service to be performed by the Contractor.
- (b) "FFA" means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (c) "Contract" means the Contract between FFA and the Contractor and all other schedules and documents, if any, annexed to the Contract or incorporated therein and intended to form part of the contractual relationship between the parties;
- (d) "Contractor" means *INSERT NAME*
- (e) "Confidential Information" means information that:
  - (i) is by its nature confidential;
  - (ii) is designated by FFA as confidential;
  - (iii) the Contractor knows or ought to know is confidential;

but does not include information which:

- (iv) is or becomes public knowledge other than by breach of this Contract;
- (v) is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from FFA;
- (vi) has been independently developed or acquired by the Contractor.
- (f) "Usual Place of Residence" means the place of residence of the Contractor designated in the Contract;
- (g) "Term of Engagement" means the entire period during which the Contractor 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 Contractor in respect of the Consultancy Services at the rate and in the currency specified in the second Schedule to the contract. For the purpose of determining the amount of such fees:

- (a) Where fees are expressed in terms of a monthly rate each month shall be deemed to be of thirty days, and the time spent in performing the Consultancy Services shall



include travel time, weekends and public holidays. Fees in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth of one month.

- (b) 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 Contractor in performing the Consultancy Services, including travel time.

2.2 Except as otherwise agreed between FFA and the Contractor, no fees will be paid in respect of work performed other than during the Term of Engagement.

### **3. Travel, Allowances and Expenses**

3.1 In addition to the fees specified in clause 2 and subject to the First and Second Schedules, FFA shall pay to or reimburse the Contractor 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 Contractor 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 Contractor 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 Contractor 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 maximum fees payable under the Contract will be paid in accordance with the second Schedule.

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 Contractor 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 (other than those paid in advance by FFA under Schedule B), DSA and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Contractor to FFA at the conclusion of the Term of Engagement supported by such receipts or other evidence as FFA may reasonably require to establish that the Contractor was absent for the purpose of the Consultancy Services from the Usual Place of Residence or that the expenditure

was incurred in the amount and currency and in the manner claimed. Where an advance of DSA has been made, FFA shall require the Contractor to complete a reconciliation of advance against actual entitlement.

4.4 Unless otherwise agreed between the Contractor and FFA, the fees shall be paid in the currency specified in the second Schedule. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in Solomon Island dollars or partly in one currency and partly in the other, as FFA shall reasonably determine.

4.5 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 Contractor incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

## **5. Medical and Insurance**

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

## **6. Indemnity**

6.1 Subject to the provisions of this Contract, the Contractor 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 Contractor in connection with this Contract.

6.2 The Contractor's 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 Contractor covenants and agrees that:

- (a) During the Term of Engagement, he shall devote the whole of his 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. He 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 he shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him.
- (b) At all times he 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) He shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) He 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 Contractor 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 Contractor 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 Contractor warrants that, to the best of his 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 Contractor undertakes 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 Contractor fails to notify FFA or is 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 Contractor shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Contractor in providing the Consultancy Services to FFA fairly and independently.

## **9. Confidentiality and Disclosure of Information**

9.1 The Contractor 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. In any case, the Contractor shall be bound by protocols and policies set out in the *FFA Information Security Management System* in the handling and management of any Confidential Information.

9.2 FFA may at any time require the Contractor to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Contractor shall promptly arrange for all such undertakings to be given.

9.3 The obligation on the Contractor 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 Contractor and directly attributable to the termination or partial termination of this Contract.

- 10.2 Upon receipt of a notice of termination the Contractor 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 the Second Schedule 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 Contractor under this Contract, together exceed the total fees set out in the Second Schedule.

## **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 Contractor to FFA, addressed and forwarded to the Director, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
- (b) if given by FFA to the Contractor, signed by the Director or Deputy Director and forwarded to the Contractor 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 the First Schedule 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.