

## **REQUEST FOR PROPOSALS (RFP)**

**TO: SUITABLY QUALIFIED FISHERIES CONSULTANTS**

**RFP No: CP15\_1718**

**DATE: 29<sup>th</sup> May 2018**

**SUBJECT: DEVELOPING BUSINESS OPPORTUNITIES FOR WASTE RECEPTION FROM FISHING VESSELS**

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Proposals are sought from suitably qualified and experienced Consultant(s) or Consultancy firm(s) to develop a system for the collection and disposal of plastics and other waste from fishing vessels in a number of Pacific Island ports. The outcome of the consultancy is aimed at creating opportunities that will support viable small businesses.

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 to any specific party.

James T. Movick

Director General

## Annex I

### INSTRUCTIONS TO BIDDERS

RFP No: CP15\_1718

### DEVELOPING BUSINESS OPPORTUNITIES FOR WASTE RECEPTION FROM FISHING VESSELS

#### 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 **30 June** 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:

|     | <b>Output</b>   |
|-----|---|
| i   | Work plan and proposed schedule   |
| ii  | Brief discussion document on best practise waste management and disposal system and the regulatory frameworks that support its enforcement in ports.  |
| iii | Draft business model that describes a system for the collection and disposal of plastics and other waste from fishing vessels, including options and recommendations on the opportunities that will support viable small businesses |
| iv  | Final Document with recommendations on specific business opportunities  |

### 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.

| <b>Competency Requirements</b>   | <b>Score Weight (%)</b> |
|--|-------------------------|
| 1. Demonstrated practical understanding of best practise waste management and disposal systems, policy and regulatory frameworks                             | 30                      |
| 2. Experience in undertaking waste management and disposal assessments, including satisfactory completion of a similar assignments in the last two (2) years | 30                      |

|   |             |
|---|-------------|
| 3. Understanding of the regions tuna fisheries, and the operations of licensed tuna fishing vessels in the region | 20          |
| 3. Demonstrated skills in facilitating meetings, verbal and written communication                                 | 20          |
| <b>Total Score</b>  | <b>100%</b> |
| <b>Qualification Score</b>  | <b>70%</b>  |

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.

## 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 around 40 working 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](mailto: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](mailto:procurement@ffa.int) with the subject line heading "Waste reception study"

All proposals must be received by FFA before 5.00pm (Local time) 30<sup>th</sup> June 2018

#### **10. Timing of the Study**

FFA will ensure prompt selection of the consultant, who should be ready to mobilise by **mid-July** 2018 if possible. A discussion paper should be completed by **early August** for consideration by FFA.

#### **11. 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)

## Annex II

### TERMS OF REFERENCE

RFP No: CP15\_1718

### DEVELOPING BUSINESS OPPORTUNITIES FOR WASTE RECEPTION FROM FISHING VESSELS

#### INTRODUCTION

The Forum Fisheries Agency (FFA) is seeking consultants to prepare a report on developing a business model for the application of environmental services (ancillary services) for the servicing of fishing vessels, operating in the waters of Pacific Island countries for disposal of waste - in particular plastic waste, oils, food waste, and other materials as appropriate.

#### BACKGROUND

In the last meeting of the Tuna Taskforce, members agreed that out of the different types of ancillary services identified, consultancy work on environmental services should be looked at first. The decision of the Taskforce was prompted by the increasing problem of marine pollution by plastics and other wastes as called for during the meeting of the United Nation Ocean conference on SDG14 and the Pacific Islands Forum Leaders call for action to combat marine pollutions as noted in para 9 of their communique:

*“Leaders committed to fast track the development of policies to ban the use of single-use plastic bags, plastic and Styrofoam packaging and called on Pacific Rim partners to join and commit to action on addressing marine pollution and marine debris, to maintain the environmental integrity of the Pacific Ocean for people, planet and prosperity”*

There is enormous global concern at the amount of waste, particularly plastic waste, that is being deposited in the World's oceans. While the fishing industry is not the main contributor to this problem, fishing vessels do discard significant amounts of waste directly into the ocean; and yet the reputation of the fishing industry and the markets for its products rely on being able to harvest seafood from a clean environment. It is therefore an obvious place in which to start tackling the problem.

There are established and newer regulatory instruments that seek to prohibit the discard of waste from vessels at sea. MARPOL annex V already prohibits the discharge of all plastics, for example, and there are requirements for port discharge facilities, garbage management plans and record books applicable to vessels of different size classes. A recently approved Conservation and Management Measure of the Western Central Pacific Fisheries Commission will extend a prohibition on the

discarding of plastic waste to fishing vessels registered in countries that are not a party to MARPOL annex V<sup>1</sup>. The United Nations Environment Programme has also recently been given a mandate to explore a legally binding instrument that would address plastic pollution of the ocean from all sources. In short – there are regulations that, if effectively enforced, require fishing vessels to retain certain types of waste, and more are probably on the way. The question is what can then be done with it.

In order to comply with MARPOL requirements, the South Pacific Regional Environment Programme (SPREP) has established waste reception facilities in a number of key ports in the region. However, these facilities are reported to be little utilized as there is limited enforcement of MARPOL regulations, and the management of waste by municipal authorities is already problematic in many Pacific Island cities. The approach proposed in this study would aim to turn the disposal of certain categories of waste into a business opportunity for private sector operators that would be more sustainable, with the supply of waste for processing supported by progressive strengthening and enforcement of the regulatory requirements.

## OBJECTIVE

To facilitate, under the guidance of the FFA, development of a business model based on the provision of environmental services to fishing vessels operating in the waters of Island countries in terms of a proper disposal of wastes such as plastic waste, oils, food waste, and controlled substances under MARPOL.

## ACTIVITIES

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

- i) Develop a 'waste supply profile' for three major fishing ports in the region. It is suggested that these should be: Suva (domestic and foreign longline vessels); Majuro (mainly foreign purse seine transshipment and domestic longline); and Noro (small domestic purse seine fleet and foreign longline offloading); but other options may be proposed.
- ii) Examine the logistics of waste collection for different operational models (i.e. vessels coming alongside for offloading and/or re-supply and vessels that are just transshipping in the harbor area).
- iii) Examine the potential disposal of wastes from fishing vessels – particularly plastics. It is envisaged that these may include shredding for recycling and re-use (after export in most cases); pyrolysis to produce fuel and energy; and land-fill. Identify the method that is most appropriate for the volume likely to be obtained from fishing vessels, perhaps supplemented by other land-based sources if feasible.

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<sup>1</sup> This includes a major fishing nation - Chinese Taipei - as well as Pacific Island domestic fleets of Papua New Guinea, Fiji, Cook Islands and Federated States of Micronesia.

- iv) Develop a viable business model for disposal of waste in each of the ports selected, based on a system of charging fishing vessels for disposal as well as revenue from any saleable products of the process. The model should include all operating and capital costs, while allowing for the possible provision of equipment through grant funding in the first instance.
- v) Make recommendations on the establishment of a pilot project to collect and re-use waste from fishing vessels in the most promising location.

## APPROACH

- i) Develop a brief work plan, in consultation with FFA for the conduct of the study.
- ii) Prepare a brief profile on best practise waste management and disposal system and the regulatory frameworks that support its enforcement in ports.
- iii) Conduct a scoping mission to each of the ports to hold discussions with port authorities, fishing companies, national fisheries administration and other relevant regulatory agencies for collation of necessary data and information.
- iv) Estimate the number of vessels and crew numbers on-board; the number of port calls per year; and the length of time at sea before a port call for each port. This should provide an estimate of the total waste that could potentially be landed, as well amounts produced under the different operational models that could be applied to produce estimates for other ports in the region. The estimates should focus on plastics, waste engine oil and other wastes prohibited from discharge under MARPOL.
- v) As far as possible, cross-check these estimates against data from fishing companies and vessel servicing agents who provide packaged foodstuffs, bait, oil and other supplies to fishing vessels.

The activities and approach outlined above should enable submission of a business model that describes a system for the collection and disposal of plastics and other waste from fishing vessels, including options and recommendations on the opportunities that will support viable small businesses.

## OPERATIONAL ARRANGEMENT

The consultant will report to the Director of Fisheries Development, FFA. The Fisheries Investment Manager will be the first point of contact for any enquiries. The consultant shall liaise closely and take into account advice and recommendations made 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.
2. Liaison with relevant stakeholders as required, including official notification to advise of the nature of the project

## OUTPUTS/MILESTONES

The Consultant shall prepare the following:

| <b>Output</b>   | <b>Proposed time-line</b>                               |
|---|---|
| Work plan and proposed schedule   | Within one week of contract signature                   |
| Provision of a brief profile on best practise waste management and disposal system and the regulatory frameworks that support its enforcement in ports.   | Within 14 days  |
| Draft business model that describes a system for the collection and disposal of plastics and other waste from fishing vessels, including options and recommendations on the opportunities that will support viable small businesses | 2 weeks after completion of fieldwork and consultations |
| Final Document  | 1 week after receiving feedback on draft document       |

## 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 REQUIREMENT 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 [procurement@ffa.int](mailto:procurement@ffa.int) with the subject line heading **“WASTE RECEPTION STUDY”**. All proposals must be received by FFA before 5.00pm (local time) **30<sup>th</sup> June 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.
- 1.2 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.