



BRITISH VIRGIN ISLANDS AIRPORTS AUTHORITY



**Request For Proposal (RFP)
for the Installation of a Sewage Treatment Plant
at the Terrance B. Lettsome International Airport
Beef Island, British Virgin Islands**

RFP No. 1 of 2023

Issued: January 2023

Table of Contents

SECTION 1: TERMS OF REFERENCE

1. Background
2. Project Objectives
3. Specific Objectives
4. Scope of Consultancy Services
5. THE BVIAA's Input
6. Methodology
7. Deliverables
8. Schedule of Events
9. Schedule of Reports
10. Administrative Arrangements
11. Evaluation Criteria
12. Duration of Consultancy
13. Competency and Capacity
14. Proposed Payment Schedule
15. Ownership of Material

SECTION 2: INSTRUCTIONS TO CONSULTANT

A. TECHNICAL EVALUATION OF PROPOSERS

1. GENERAL
2. EVALUATION ASSESSMENT

B. INSTRUCTIONS TO PROPOSERS

3. Introduction
4. Clarification and Amendment of RFP Documents

C. PREPARATION OF PROPOSAL

5. General
6. Technical Proposal
7. Financial Proposal (Pricing)
8. Submission Receipt and Opening of Proposals
9. Proposal Evaluation
10. Evaluation of Technical Proposals

11. Award of Contract

12. Confidentiality

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

3A. TECHNICAL PROPOSAL - SUBMISSION FORM

3B. FIRM'S REFERENCES

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE BVIAA

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

3H. ACTIVITY (WORK) SCHEDULE

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

4A. FINANCIAL PROPOSAL - SUBMISSION FORM

4B. SUMMARY OF COSTS

4C. BREAKDOWN OF PRICE PER ACTIVITY

SECTION 5: FINANCIAL POSITION-AUDITED FINANCIAL STATEMENT

SECTION 6: STANDARD FORM OF CONTRACT

SECTION 7: TENDER SECURITY FORM

THE BVI AIRPORTS AUTHORITY

SECTION 1: TERMS OF REFERENCE

The Design and Build of the Sewage Treatment System Consultancy Services for the Terrance B. Lettsome International Airport

1. Background

The BVI Airports Authority Ltd is a state-owned entity which manages and maintains the affairs of the airport estates of all three airports in the Territory. The primary goal of the BVIAA is the safe movement of passengers in and out of the airports within scheduled timelines. By issuing this Proposal (“RFP”) for the Design and Build of the Sewage Treatment system consultancy services for the Terrance B. Lettsome International Airport, the BVIAA seeks proposals from qualified organizations with demonstrable experience in sewage treatment systems.

The Terrance B Lettsome International Airport has an average passenger movement of just under 200,000 passengers and accommodates more than 100 staff daily. With direct flights to the mainland United States and a forecasted increase in the general size of the aircraft using the Airport, the BVIAA is poised to experience growth that will likely result in passenger figures well above that of recent years.

The current sewage treatment facility was first constructed in 2001. The plant was designed to process all waste produced by the Airport Facilities. Over the years, major alternations were made to the plant enabling its expansion and the accommodation of waste from aircraft visiting the airport. However, following the storms of 2017, the plant sustained damage that resulted in it not working within its prescribed parameters.

2. Project Objectives

The main objective of the Consultancy is to design, build and provide a routine maintenance program for the sewage treatment plant for the Terrance B. Lettsome International Airport. Upon its completion, the WWTP must meet our demands for the immediate five years after it has been commissioned and must have the capability of expansion to meet future demand. The Consultant will be required **to provide an Inception report, Architectural and Engineering design drawings, Construction program outlining project duration and costing and a Maintenance Program for the proposed system.**

3. Specific Objectives

In meeting the above objective, the Consultant will be expected to meet all key statutory, regulatory, and internationally accepted standards applicable for usage at International Airports as follows:

A. Process all waste produced by the Terrance B Lettsome International Airport

The project envisages a facility to process all the sewage produced by the Terrance B. Lettsome International Airport to meet current and future demand. As the airport prepares for growth, the sewage system must be expandable to accommodate growth. It is predicted that within ten years, the passenger loads arriving and departing from the airport will be approximately 500,000 passengers (250,000 arriving and 250,000 departing). Upon its installation, the plant must be able to accommodate 350,000 passengers annually, 30 restroom stalls, and four restaurants.

B. Energy Efficiency

In keeping with our mandate to continue moving towards a more energy-efficient airport, all new or refurbished installs are required to be as energy efficient as is reasonably practical. It is critical that the proposed sewage treatment plant is energy efficient.

C. Water Quality

The BVIAA is desirous of using the effluent from the plant to be used to irrigate the landscaping and other grounds at the Airport. It is important that a chlorine disinfection system is implemented into the system. The minimum effluent discharge is required to meet the following criteria:

<i>Design Parameter</i>	<i>Values</i>
<i>Biochemical Oxygen Demand (BOD)₅</i>	<i>≤ 25 mg/l</i>
<i>Total Suspended Solids (TSS)</i>	<i>≤ 30 mg/l</i>
<i>Total Nitrogen</i>	<i>≤ 10 mg/l</i>
<i>pH</i>	<i>6-9 pH Units</i>
<i>Fecal Coliform</i>	<i>10mpn/100ml</i>

D. Location

The BVIAA is desirous of relocating the existing sewage treatment system to allow for future growth and expansion of the ramp area to the east facing the Trellis Bay area. Its current location is shown in Figure 1 below and the proposed location for the new sewage treatment system should be located outside the Airport perimeter fence, to the south as shown in figure 2. The existing wet well that captures and stores all the sewage from the terminal building and all other connected facilities must remain in its current location. It is proposed that the wet well must be retrofitted to allow the sewage to be lifted or pumped to its proposed location.



Figure 1. Current Location



Figure 1. Proposed site

4. Scope of Consultancy Services

The Contractor is required to perform the following scope of works:

A. Field Survey and Site Inspection – Output 1

The Contractor shall conduct the appropriate site survey and field investigation required for the proposed project. An assessment must be conducted of the existing sewage treatment plant to provide guidance to the rehabilitation of the existing plant whilst design and construction plant is being done.

An Inception Report is to be provided to outline the existing condition of the sewage treatment plant, plan of action along with timelines and costing for rehabilitating the existing plant and the construction of the proposed plant.

B. Design and Engineering – Output 2

- i. Agreeing in full details with the Inception Report with the BVIAA.
- ii. Site Development Plans including the optimum utilization of the site for its initial and ultimate development in conformity with the BVIAA's requirements. These development plans will illustrate the architectural design concept and relevant data about the site which have an influence on the planning of the proposed development, its functional relationship as they relate their services.
- iii. Material, Structure, Services and Standards outlining suggested materials, structural and service systems in collaboration with the engineering consultants and associated standards.
- iv. Area Tabulations which give a breakdown of the size of the system, land use and access to the proposed area.
- v. Making a formal presentation of the Design and Engineering drawings to the BVIAA to obtain approval and review the on-going work programme and make any necessary adjustments to the project.
- vi. Preparation of complete Bill of Quantities and associated detailed estimate for the proposed works.
- vii. The Contractor shall process and secure all the necessary permits as required by the authorities for the preparation, execution and upon completion of the contract. In addition, shall coordinate with the relevant agencies and pay any corresponding fees incidental to the acquisition of the requirements.

C. Construction – Output 3

The Contractor shall conduct all works stipulated with the approved design and engineering drawings within the approved time frame and project cost.

D. Routine Maintenance Program – Output 4

The Contractor will be required to develop a maintenance program that outlines the required maintenance to ensure that the plant remains fully functional throughout its expected lifespan. More specifically, the proposal shall include the expected life cycle of all equipment and the estimated replacement costs.

The maintenance proposal shall include a monthly cost and an estimated yearly budget for required replacements and upkeep of all equipment required to ensure that the plant remains operational

5. THE BVIAA’s Input

The BVIAA will provide:

- Access to TBLIA Sewage Treatment system.
- Access to all available and relevant documents, reports, data, and airport plans.
- Airport Operations Policies/Procedures
- Counterpart staff to guide the Consultant throughout the consultancy, to monitor the progress of the Consultant and obtain “write off” of deliverables at key milestones.
- Assistance to the Consultant in structuring and hosting participatory consultations.
- Financing for this consultancy out of the BVIAA’s funds.

6. Methodology

The Consultant will be required to interact with Stakeholders, BVIAA’s Operations Managers and technical staff. In addition, the consultant will be required to assess the existing condition of the Sewage treatment system including all Structural, Non-structural and MEP elements.

7. Deliverables

7.1 The Proposal of the Consultant should include a project schedule or Gant chart showing when each phase of the consultancy will be undertaken and completed, together with a Work Plan and a Timetable of planned activities and deliverables.

7.2 The Consultant will provide the BVIAA with the following:

- Inception Report
- Design and Engineering drawings
 - a) Bills of Quantities
 - b) Technical Specifications Document
 - c) Structural, Architectural, MEP Drawings
 - d) Project timeline
- Construction Works
- Routine Maintenance Program

8. Schedule of Events

ACTIVITY	Date
Site Visit	January 18 th , 2023
Submission of Proposals	February 10 th , 2023

9. Schedule of Reports

ACTIVITY	ALLOTTED TIME
Inception Report	14 days
Design and Engineering drawings	28days
Construction Works	7 days
Routine Maintenance Program	42 days

10. Administrative Arrangements

- 9.1 The Consultant will be required to ensure that the proposals submitted remain valid 90 days after the submission date.
- 9.2 The Consultant will be required to report to the BVIAA through a designated client representative. The Consultant will also be required to present at least five (5) copies of each report in printed form, as well as an electronic copy on a jump drive.
- 9.3 The Consultant will be expected to meet on a regular basis (to be mutually agreed to) with the BVIAA's representative and/or his designate(s) to discuss the progress of the work and technical issues related to the consultancy. Before each meeting, the Consultant will be expected to submit progress reports.

11. Evaluation Criteria

The proposal will be evaluated on the basis of the following criteria: -

Pricing (20 points)

- Consideration will be given on the competitive pricing.

Methodology/ Approach (30 points)

- Adequacy of the proposed methodology, including Quality management and Work Plan in responding to the Terms of Reference.

Capability/ Project Experience (40 points)

- The Consultant must supply information on the structure and organization and evidence of managerial strength (capability) to successfully undertake and complete this project. Such documentary evidence should substantiate that the Consultant:
 - has the necessary expertise, organization, qualifications and facilities, and
 - has a satisfactory record of integrity, business ethics and past performance

- The Consultant must provide information on specific experiences in the field of the assignment (similar projects in similar countries) especially those within the last three (3) years, including any in the public sector.
- Qualification and competence of the Lead Consultant and other key staff proposed for the assignment.
- The Consultant must supply three (3) professional references spanning the last five (5) years (complete with contact names and telephone numbers).

Financial Capability (10 points)

The Consultant's financial capability will be evaluated based on the audited financial statement received as per Section 5 in the evaluation section.

12. Duration of Consultancy

The duration of the consultancy is for a period of six (6) months, or as mutually agreed, between the Consultant and the BVIAA.

13. Competency and Capacity

- The Consultant is expected to provide at least one (1) Executive Level and one (1) Mid-Management reference for each engagement
- The Consultant will be selected based on qualifications, capacity, experience and a proven track record to execute this type of assignment
- A specific knowledge of Airport Planning is essential
- The Consultant will provide appropriate bio-data of the Consultant Team including qualifications, training, work experience and publications etc.
- All Consultants should be totally fluent in English and have a high ethical and professional reputation

14. Proposed Payment Schedule

The following payment schedule, subject to negotiation, is proposed: -

- | | | |
|-----------------------------------|---|-----|
| ▪ Mobilization fee | - | 10% |
| ▪ Inception Report | - | 10% |
| ▪ Design and Engineering Drawings | - | 20% |
| ▪ Construction Works | - | 50% |
| ▪ Routine Maintenance Program | - | 10% |

15. Ownership of Material

- All data and information received for the purposes of this assignment are to be treated confidentially and are only to be used in connection with these Terms of Reference.

- All intellectual property rights arising out of the execution of these Terms of Reference are assigned to the BVIAA.
- The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the BVIAA.
- All the project outputs including reports and other creative work called for by these Terms of Reference in written, graphic, audio, visual, electronic, or other forms shall acknowledge the support of the BVIAA and shall be the property of the BVIAA.

SECTION 2: INSTRUCTIONS TO CONSULTANT

THE BVI AIRPORTS AUTHORITY

AIRPORT PLANNING AND CONSULTANCY SERVICES FOR THE TERRANCE B. LETTSOME INTERNATIONAL AIRPORT

TECHNICAL EVALUATION OF PROPOSER

NAME AND ADDRESS OF PROPOSER:

NAME AND ADDRESS OF THE BVIAA REPRESENTATIVE:

THE BVI AIRPORTS AUTHORITY
ADMINISTRATION CENTRE
T.B. LETTSOME INTERNATIONAL AIRPORT
BEEF ISLANDTORTOLA, BRITISH VIRGIN ISLANDS

***Title of Project: The Design and Build of the Sewage Treatment System
Consultancy Services for the Terrance B. Lettsome International
Airport***

Name of Representative: THE CHAIRMAN, THE BVIAA

Date: XXXXXXXX

A. TECHNICAL EVALUATION OF PROPOSERS

1. GENERAL

*The airports name (hereinafter referred to as "the BVIAA Representative") intends to undertake an evaluation of **the Design and Build of the Sewage Treatment System Consultancy Services for the Terrance B. Lettsome International Airport.***

The Consultants will be evaluated and ranked on the basis of the information submitted in the Evaluation Questionnaire and against criteria and weighting stated hereunder.

PROJECT DESCRIPTION

The project involves providing an Inception report, Architectural and Engineering design drawings, Construction program outlining project duration and costing and a Maintenance Program for the proposed system.

2. EVALUATION ASSESSMENT

Evaluation criteria

The evaluation criteria is listed below

No.	Item	Points Allocated
1	Pricing	20
2	Financial Capability	10
3	Capability/Airport Planning Experience	40
4	Methodology/Approach	30
6	Consistency of Pricing	25

B. INSTRUCTIONS TO PROPOSERS

3. Introduction

3.1 The BVIAA will select a firm in accordance with the evaluation criteria specified in the Terms of Reference.

3.2 The proposers are invited to submit a Technical Proposal, for consulting services required for the assignment specified in the scope of services. The



proposal submitted will be the basis ultimately for a signed contract with the selected firm.

3.3 The assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When the assignment includes several phases, the performance of the consultant under each phase must be to the BVIAA's satisfaction before work begins on the next phase.

3.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Terminal Building before submitting a proposal.

3.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Terminal Building, are not reimbursable as a direct cost of the assignment; and (ii) the BVIAA is not bound to accept any of the proposals submitted.

3.6 THE BVIAA's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the BVIAA's, interests as paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BVIAA.

3.7 Without limitation on the generality of this rule, Consultants shall not be engaged under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms and any of their affiliates hired to provide consulting services for the preparation or implementation of a project, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment, which by its nature, may conflict with another assignment of the Consultants.

3.8 As pointed out in para. 3.7 (a) above, Consultants may be hired for downstream work, when continuity is essential. It will be the exclusive decision of the BVIAA



whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

- 3.9 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the BVIAA may result in rejection of a proposal. Consultants should clarify their situation in that respect with the BVIAA before preparing the proposal.
- 3.10 It is the BVIAA's policy to require consultants contracted by it, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the BVIAA:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the BVIAA and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the BVIAA of the benefits of free and open competition.
 - (b) will reject a proposal if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - (c) will cancel the contract if it at anytime determines that corrupt or fraudulent practices were engaged by representatives of the BVIAA or the Consultant or any beneficiary of the contract during the selection process or execution of the contract without the client having taken timely and appropriate action satisfactory to the BVIAA.
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any THE BVIAA financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a THE BVIAA financed contract; and
 - (e) will have the right to require that, in contracts financed by the BVIAA a provision be included requiring consultants to permit the BVIAA to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the BVIAA.

- 3.9 Proposers shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 3.10 Proposers shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Terms of Reference.
- 3.11 The Proposer shall submit with their Proposal a Tender Security in the name of the BVI Airports Authority marked to the value of US Dollars not exceeding 1% the value of the contract financial proposal and established with a Financial Institution incorporated in the BVI by either certified Managers Cheque or Bond in the Form of RFP Security in Section 5 and acceptable to the BVIAA. The Tender Security will be refunded without interest if the proposal is not accepted. For the successful Proposer, the proposal deposit shall be applied toward the scope of services.

4. Clarification and Amendment of RFP Documents

- 4.1 Proposers may request a clarification of any of the RFP documents by January 30, 2023. Any request for clarification must be sent in writing (hand-delivered) or electronic mail to the Authority's address as follows:-

The Secretary
BVIAA Tenders Committee
BVI Airports Authority
Administration Building
T.B. Lettsome International Airport
Beef Island, Tortola, BVI
Email: dfahie@bviala.com

If hand delivered mail the outside of the envelope should be clearly marked with the words "Request for Clarification – Request For Proposal (RFP) for the Installation of a Sewage Treatment Plant".

If electronic mail, the subject should be "Request for Clarification – Request For Proposal (RFP) for the Installation of a Sewage Treatment Plant"

The Authority will respond to requests for clarifications by electronic mail "only" and will forward responses (including an explanation of the query but without identifying the source of inquiry) to all proposers who were present at the mandatory site visit.

- 4.2 At any time before the submission of proposals, THE BVIAA may, for any reason, whether at its own initiative or in response to a requested clarification amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, or electronic mail to all proposers and will be

binding on them. THE BVIAA may at its discretion extend the deadline for the submission of proposals.

C. PREPARATION OF PROPOSAL

5. General

5.1 Proposers are requested to submit proposals in the English Language.

The Proposal must provide the following information:

- i) At least three (3) references in the BVI or internationally, where similar service contracts were awarded within the last 5 years. Contact names and numbers are required
- ii) A brief description of the Proposer's organisation.
- iii) Current contracts and their status.
- iv) Company Profile

The above information should be submitted in the format indicated in the submission section of these instructions.

6. Technical Proposal

6.1 In preparing the Technical Proposal, proposers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

6.2 While preparing the Technical Proposal, proposers must give particular attention to the following.

- (i) If a Proposer considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other proposers or entities in a joint venture or sub consultancy, as appropriate. The Proposers are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to local consultants.
- (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iii) Proposed professional staff must, at a minimum, have the experience indicated in the Terms of Reference, preferably working under conditions similar to those prevailing in the country of the assignment.
- (iv) Alternative professional staff shall not be proposed, and only one (1) *curriculum vitae* (CV) may be submitted for each position.

- (v) Reports to be issued by the consultants as part of this assignment must be in the English language. It is desirable that the firm's personnel have a working knowledge of the English Language.

6.3 The Technical Proposal shall provide submitted as follows:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement. (Section 3B)
- (ii) Any comments or suggestions on the Terms of Reference, a list of services, and facilities to be provided by the BVIAA (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) to ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology and staffing.

6.4 The Technical Proposal shall not include any financial information.

7. Financial Proposal (Pricing)

- 7.1 In preparing the Financial Proposal, proposers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of



documents, surveys, and training, if it is a major component of the assignment. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

- 7.2 The Financial Proposal should clearly estimate, as separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Terms of Reference specifies otherwise.
- 7.3 Proposers must express the price of their services in \$US dollars.
- 7.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 7.5 The Terms of Reference indicates how long the proposals must remain valid after the submission date. During this period, the Proposer is expected to keep available the professional staff proposed for the assignment. THE BVIAA will make its best effort to complete negotiations within this period. If THE BVIAA wishes to extend the validity period of the proposals, Proposers who do not agree have the right not to extend the validity of their proposals.

8. Submission Receipt and Opening of Proposals

- 8.1 The original proposal (Technical Proposal and Financial Proposal; (see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 8.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a resolution of the Board of Directors accompanying the proposal.

8.3 For each proposal, the Proposers shall prepare the number of copies indicated in the Terms of Reference. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes



shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Terms of Reference.

8.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the terms of Reference. Any proposal received after the closing time for submission of proposals shall be returned unopened.

8.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately in accordance with THE BVIAA's tendering procedures. The Financial Proposals shall remain sealed for later opening pending the evaluation of technical proposals

9. Proposal Evaluation

9.1 From the time the proposals are opened to the time the contract is awarded, if any proposer wishes to contact the BVIAA on any matter related to its proposal, it should do so in writing at the address indicated in this RFP. Any effort by the firm to influence the BVIAA in the evaluation or contract award decisions may result in the rejection of the consultant's proposal.

10. Evaluation of Technical Proposals

10.1 The Evaluation Committee, appointed by the BVIAA as a whole and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the Terms of Reference. Each responsive proposal will be given a technical score. A proposal shall be rejected by the RFPs Committee on the advice of the Evaluation Committee at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Terms of Reference.

10.2 Evaluation Procedure

The RFPs will be evaluated and ranked on the basis of the information submitted in the Evaluation Questionnaire and against criteria and weighting stated hereunder.

No.	Item	Points Allocated
1	Pricing	20
2	Financial Capability	10
3	Capability/Airport Planning Experience	40
4	Methodology/Approach	30

11. Award of Contract

11.1 The BVIAA reserves the right to award this assignment to a qualified consultant who is the BVIAA's sole opinion is deemed to have the best overall proposal. The BVIAA may at its sole discretion reject any or all proposals or cancel the RFP in its entirety, waive any irregularities and ask for the best or final offers if it is deemed to be the BVIAA's best interest to do so. Contract will be awarded following negotiations and after negotiations are completed, the Secretary to the Tenders Committee will promptly notify other proposers on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).

11.2 The selected proposer is expected to commence the assignment on the date and the location specified in this RFP.

12. Confidentiality

12.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the proposers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

- 3A. Technical Proposal - Submission Form
- 3B. Firm's References
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the BVIAA.
- 3D. Description of the methodology and work plan for performing the assignment
- 3E. Team composition and task assignments
- 3F. Format of curriculum vitae (CV) for proposed professional staff
- 3G. Time schedule for professional personnel
- 3H. Activity (work) schedule



3A. TECHNICAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: Tender's Secretary
BVI Airports Authority
Administration Centre
T.B. Lettsome International Airport
Beef Island, Tortola, BVI

Dear Sir or Madam:

We, the undersigned, offer to provide the consulting services to assist the BVI Airports Authority "the Authority" in accordance with your request. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before **[Date]** we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:



3B. FIRM'S REFERENCES

Relevant Services carried out in the Last Five Years that best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):	
Name of Client:		Nº of Staff:	
Address:		Nº of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):	
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE BVIAA

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by THE BVIAA:

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. TECHNICAL / MANAGERIAL STAFF		
Name	Position	Task

2. SUPPORT STAFF		
Name	Position	Task



3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]



Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last five (5) to ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the form of a Bar Chart)													
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number Months	of
																Subtotal (1)
																Subtotal (2)
																Subtotal (3)
																Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____
 Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____



B. COMPLETION AND SUBMISSION OF REPORTS

REPORTS	DATE
1. Inception Report	
2. Design and Engineering for comments and approval	
3. Construction Completion Report	
4. Routing Maintenance Program Report	

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

- 4A. Financial Proposal submission form
- 4B. Summary of costs
- 4C. Breakdown of price per activity
- 4D. Miscellaneous expenses



4A. FINANCIAL PROPOSAL - SUBMISSION FORM

To: Tender's Secretary
BVI Airports Authority
Administration Centre
T.B. Lettsome International Airport
Beef Island, Tortola, BVI

Dear Sir or Madam:

We, the undersigned, offer to provide the consulting services to assist the BVI Airports Authority "the Authority" in accordance with your request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures and currency*]. This amount is exclusive of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain

Sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:



4B. SUMMARY OF COSTS

Costs	Currency	Amount(s)
Sub-total		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

Maximum of three currencies plus the local currency

4C. BREAKDOWN OF PRICE PER ACTIVITY

4D. MISCELLANEOUS EXPENSES

Activity No: _____ Activity Name: _____

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____				
2.	(telephone, facsimile, mail)				
3.	Drafting, reproduction of reports				
4.	Equipment: vehicles, computers, etc.				
	Software				
	Grand Total				

1. Local transportation costs are not included if local transportation is being made available by the BVIAA. Similarly, in the project site officer/rent/accommodations/clerical assistance costs are not to be included if being made available by the BVIAA.

SECTION 5: FINANCIAL POSITION-AUDITED FINANCIAL STATEMENT

5.0 Financial Position:

5.1. The audited balance sheets for the last three (3) years should be submitted and must demonstrate the soundness of the Consultant's financial position. Where necessary, the BVIAA Representative will make enquiries from the Consultant's bank

Structure of Organization

1. Name of company:

Address:

Telephone #:

Tel Fax #:

Registered Office Address:

2. Description of Company (e.g. Architectural, Planning etc.):

3. Number of years' experience as a Consultant or in business:

In BVI:

Internationally:

4. No. of years' experience as a Sub-Consultant:

In BVI:

Internationally:

5. Names and addresses of associated companies to be involved in the works - and whether parent/subsidiary/other:

6. If the Company is a subsidiary, what involvement, if any, will the parent company have in the works?

7. Please indicate here or attach an organisation chart showing the company structure including the positions of directors and key personnel, if relevant;

8. List here the average number of employees over the last three (3) years:

2019

2020

2021

(The average number of employees shall comprise of all salaried staff permanently employed with the company plus all sub-consultants employed with the company for at least six months of the respective year

FINANCIAL STATEMENT

- 1. Capital:
Authorized:
Issued:

- 2. Annual value of work undertaken or sales for each of the last three years

Year	2021	2020	2019
In BVI			

- 3. Approximate value of work in hand:
- 4. Please attach copies of the Company's previous three years Audited Financial Statements with the auditor's report and other financial data which you consider to be useful. (List all attachments below)
- 5. Name and Address of Bankers and/or other financial references can be obtained:

- 6. Authorization to refer to financial references: Ye

- 7. Name and Address of three (3) references with telephone contact numbers:

SECTION 6: STANDARD FORM OF CONTRACT

DRAFT

CONSULTANCY AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____ 2013, between the BVIAA (hereinafter referred to as "the Client") of the **ONE PART** and of _____ (hereinafter referred to as "the Consultant") of the other **PART**.

WHEREAS:

The Client wishes to engage the Consultant to provide **the Design and Build of the Sewage Treatment System Consultancy Services for the Terrance B. Lettsome International Airport**.

The Consultant has represented that it has the required professional skills, personnel, and technical resources for performing the services required and that it has the experience in fulfilling the requirements stipulated by the Client.

NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Consultancy Services

- 1.1. The Client engages the Consultant to provide consultancy services namely the Design and Build of the Sewage Treatment System for TBLIA and the Consultant agrees to provide the services upon the terms and conditions set out below.
- 1.2. The Consultant shall at all times during the period of this Agreement faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time necessary in connection with the provision of the Services.
- 1.3. The Consultant shall keep detailed records of all acts and things done by it in relation to the provision of the Services and at the Client's request shall make them available for inspection and/or provide copies to the Client.

2. Duration

- 2.1. This Agreement shall commence on ----- and shall continue in force for a period of six (6) months from that date or until earlier determination in writing by either party.

- 2.2. The Parties may by agreement extend the period of engagement for a further term to be stipulated by the Client.

3. Fees

- 3.1 In consideration of the satisfactory performance of the Consultant's obligations under the Agreement, the Client shall pay to the Consultant a fee of for the Consultancy Services which shall be payable in accordance with the following payment schedule.

Schedule of Payments

Mobilization fee	-	10%
Inception Report	-	10%
Design and Engineering Drawings	-	20%
Construction Works	-	50%
Routine Maintenance Program	-	10%

- 3.2 The Client shall pay to the Consultant the relevant fees quoted above within thirty (30) days of receipt of the Consultant's invoice, Payments on all invoices by the client is subject to the acceptance of any report submitted by the consultant to the Client.
- 3.3 The Client shall pay to the Consultant such other amounts for additional approved Services requested by the Client within thirty (30) days of the receipt of the Consultant's invoice thereof.
- 3.4 All reports and/or analyses requested by the Client, and which are not included in the Second Schedule hereto shall be provided by the Consultant at rates to be agreed upon between the parties.

4. Expenses

- 4.1 The Client shall not reimburse the Consultant with all out-of-pocket expenses (including but not limited to the printing of forms and statements, travel, telephone, facsimile transmissions, stationery and supplies, postage, telex and courier charges). The Consultant's total charges shall provide services to the Client inclusive of these expenses.
- 4.2 The Client shall not in any event be obliged to reimburse expenditure in respect of which the Consultant has not on the request of the Client produced vouchers or other evidence verifying such expenditure to the reasonable satisfaction of the Client or expenses which have not been approved in advance by the Client's representative.

5. Obligations of the BVI Airports Authority

- 5.1 To monitor the Consultant's progress.
- 5.2 To provide access to personnel as agreed by the Client Representative.
- 5.3 To provide the Consultant with access to all relevant reports and data and assist in seeking / obtaining information not readily available.

6. Project Administration

- 6.1 The Client's representative shall be responsible for coordinating the activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.
- 6.2 No order, direction, approval, contract or obligation on behalf of the Client with or in any way affecting the Consultant shall be deemed binding unless made in writing and signed on behalf of the Client by the Client's representative or Senior officer or officers of the Client duly authorised to so act on behalf of the Client for the purpose of this Agreement.
- 6.3 The reports listed in the Second Schedule shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

7. Meetings

- 7.1 The Consultant will be expected to meet on a regular basis with the client's representative and/or his/her designated officers to discuss the progress of the work and technical issues related to the consultancy and reports submitted.

8. Termination

- 8.1 Without limitation the Client may by notice in writing immediately terminate this Agreement if the Consultant shall:
 - (a) be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within seven (7) days of receipt by the Consultant of a notice from the Client specifying the breach and requiring its remedy;
 - (b) be guilty of gross misconduct and/or any serious or persistent negligence in the provision of the Services hereunder.
 - (c) fail or refuse after receiving written warning to provide the Services reasonably and properly required of it hereunder.
 - (d) be guilty of any fraudulent practices during the execution of the Contract.

9. Confidential Information

- 9.1 The Consultant agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any proprietary or unpublished information relating to the Services or the Client, where the information was received during the period of this Agreement and upon termination of this Agreement for whatever reason the Consultant shall deliver up to the Client all correspondence, documents, specifications, working papers, computer disks and tapes or other materials and copies belonging to the Client which may be in its possession or under its control.
- 9.2 The contents of written materials obtained and used in this assignment may not be disclosed to third parties without the expressed authorisation of the BVI Airports Authority.

10. Ownership and Material

- 10.1 Any information, manual, reports, data, recommendations, or other material, graphic, software or other deliverable prepared by the Consultant for the Client under the Contract shall immediately become and remain the property of the Client and shall be surrendered to the Client promptly upon request in the form in which such reports have been maintained or preserved. Subject to clause 9.1 the Consultant may only retain a copy of such documents with the express authority of the Client.
- 10.2 All intellectual property rights arising out of the execution of the Terms of Reference are assigned to the BVI Airports Authority.
- 10.3 All project outputs including reports and other creative work called for by the Terms of Reference in written, graphic, audio, visual, electronic or other forms shall acknowledge the support of Local Government.

11. Force Majeure

- 11.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any of the following reasons: act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reasons beyond the control of either party.
- 11.2 If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of those reasons that party shall give written notice to the other of its inability, which sets out full details of the reason in

question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written notice to the other of this fact.

- 11.3 If the reason continues for a period of more than thirty (30) days and substantially affects the commercial intention of this Agreement, the party not claiming relief under this Clause 11 shall have the right to terminate this Agreement upon giving fourteen (14) days written notice of such termination to the other party.

12. Assignment

- 12.1 Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other party.
- 12.2 This Agreement shall be binding upon the successors and assigns of the parties hereto and the name of a party appearing herein shall be deemed to include the names of its successors and assigns, provided always that nothing shall permit any assignment by either party except as expressly provided.

13. Relationship of Parties

- 13.1 Nothing contained in this Agreement may be construed to imply a joint venture, partnership, principal agent relationship or co-employment between the Client and the Consultant. In furnishing the Services to the Client in accordance with the provisions of this Agreement, the Consultant acts only as an Independent Contractor. The Consultant does not undertake by this Agreement to perform any of the obligations of the Client, whether regulatory or contractual.

14. Insurance

- 14.1 The Consultant shall be responsible for taking out any appropriate insurance coverage with respect to its employees in the provision of the services.

15. Indemnity

- 15.1 The Consultant agrees to indemnify and hold harmless the Client from any action, claim, demand, liability, suit, loss, charge, costs or damages howsoever caused due to the negligence of the Consultant and or breaches of any laws or regulations solely attributable to the Consultant.

16. Miscellaneous

- 16.1 Any notice, consent or other agreement required by this Agreement to be served on either of the parties by the other shall be in writing and may be delivered personally or by registered post or facsimile transmission and shall be deemed to have been received by the addressee within ten (10) days of posting or at the time of delivery or dispatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day.
- 16.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
- 16.3 No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement or any single or partial exercise of any right or remedy (as the case may be) shall be construed or operated as a waiver thereof. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.4 If at any time any of the provisions of this Agreement is determined by a Court of competent jurisdiction to be illegal, invalid, or unenforceable in any respect under any law or regulation of any jurisdiction, then that term or condition shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

17. Governing Law and Dispute Resolution

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of Trinidad and Tobago. Any disputes or difference between the parties in connection with this Agreement shall be settled in good faith between the parties. If the parties cannot resolve any such difference within fourteen (14) days or such other period as the parties may agree then either party may refer the dispute for determination by a sole arbitrator to be agreed upon by the parties in accordance with and subject to the provisions of the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

18. Entire Agreement

- 18.1 This Agreement set out the entire agreement of the parties and supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date commencement of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

IN WITNESS WHEREOF the Client representative of THE BVIAA hereunto set his hands

the _____ day

of _____ 2013 and _____ has hereunto set his hands the -
_____ day

of _____ 2013.

THE FIRST AND SECOND SCHEDULES HERETO FORM PART OF THIS AGREEMENT

SIGNED by;

for and on behalf of the -----

in the presence of -----

SIGNED by

for and on behalf of -----

in the presence of -----

DRAFT

FIRST SCHEDULE

SCOPE OF WORK

The Consultant is expected to undertake the following tasks:

- (a) Submit an Inception Report for approval by BVIAA.
- (b) Design and Engineering Drawings
- (c) Construction Works
- (d) Preparation of Routine Maintenance Program

SECOND SCHEDULE

TIMING AND REPORTING REQUIREMENTS

1. The timetable for reporting would be as follows:

Week 2 Inception Report.

Week 4 Situation and Planning Report

Week 8 Preliminary Modification Design (Development Scenarios/ Evaluation).

Week 13 Draft Final Modification Design

Week 18 Final Modification Design

Week 24 Tender Documents

2. (a) The Consultant will report to the client through the client's representative or the designated Coordinator in compliance with the above timetable deadlines.

(b) The Consultants will be required to present five (5) copies of each report in printed form and also on compact disk (CD) and proper MS Work Format. Any tables should be presented in Excel Format and maps should be compatible with Arc GIS.

The Consultant may be required to deliver a presentation of his reports to the client's Monitoring Team at workshops or seminars.

SECTION 7: TENDER SECURITY FORM

By this Bond We, _____

(hereinafter called "the Consultant") and We (*name of Bank or insurance company*) whose registered office is at _____

(hereinafter called "the Surety") are held and firmly bound unto the **BVI Airports Authority** (hereinafter called "the Authority") in the sum of _____ for the payment of which sum the Consultant and the Surety bind themselves their successors and assigns jointly and severally by these presents.

Whereas the Authority has invited the Consultant and other persons to complete RFPs in similar terms for the **Airport and Planning Consultancy Services for the Terrance B. Lettsome international airport** and works associated therewith (hereinafter called “the Works”) and to submit the same for the consideration of the AIRPORT, and the Consultant proposes to submit to the Authority a RFP (hereinafter called “the RFP”) in accordance with such invitation, this Bond shall provide security to the Authority that the Consultant will honor certain obligations to be undertaken by him in the RFP in accordance with the following conditions.

Now the Conditions of this Bond are:

- a. that it shall remain in full force and effect until the earliest of
 - i. [date], being ninety (90) days from [submission date], the date stipulated by the Authority for the submission of RFPs, or any prolongation of such date above notified to the Authority by the Consultant and the Surety in writing;
 - ii. in the event of acceptance of the RFP by the Authority, the date upon which the Consultant provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
 - iii. in the event of acceptance by the Authority of a RFP for the Works from a third party, the date upon which such third party provides the relevant performance security.
- b. subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of a written certificate from the Authority stating that
 - i. the Consultant has withdrawn his RFP during the validity of this Bond, or
 - ii. the Consultant has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the RFP.

No alteration in the terms of the RFP, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the RFP on the part of the Authority, or any objections from the Consultant shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Consultant.

This Bond shall be governed by the laws of the British Virgin Islands

Executed as a Deed this [] day of [] 2022

For and on behalf of the Consultant.....For and on behalf of the Surety.....

.....
Signed by.....
by.....

in the capacity of
.....

and by
.....

in the capacity of a
.....

.....
Signed

in the capacity of

and by

in the capacity of a