



BRITISH VIRGIN ISLANDS AIRPORTS AUTHORITY

REQUEST FOR PROPOSALS



Consultancy Services
for the Development of a Business Case
for Expansion of the
Terrence B. Lettsome International Airport
British Virgin Islands
November 2023

Table Of Contents

1. Introduction
2. Overall Objectives
3. Specific Objectives
4. Airport synopsis
5. Historic context
6. Project Scope
7. Submission of proposals
8. Receipt and opening of proposals.
9. Clarification and amendment of RFP Documents
10. Evaluation Criteria

REQUEST FOR PROPOSAL

Business Case for the Extension of Terrance B. Lettsome International Airport.

1. INTRODUCTION

The Terrance B. Lettsome International Airport (TBLIA or the “Airport”) is the main airport servicing the British Virgin Islands. The Airport is managed by the BVI Airports Authority (BVIAA or the “Authority”), a corporate body set up and owned by the Government of the Virgin Islands to manage all airports in the British Virgin Islands. The Authority operates under the portfolio of the Ministry of Communications and Works and is managed by a Board of Directors. TBLIA currently has an average annual passenger movement of just under 219,000. With upcoming 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 BVI’s destination product continues to pique the interest of high-end tourists, particularly in the yachting industry. According to US News Travel, the BVI is ranked as the #3 destination in the Caribbean for the 2023-2024 tourist season. However, inadequate infrastructure at the airport places the BVI at a competitive disadvantage with other regional countries due to its inability to reach key markets in North and South America. Other countries in the Caribbean have either developed their infrastructure or are in the process of developing their infrastructure, placing the BVI at a further disadvantage. Without significant improvements to the infrastructure to allow for direct access to the BVI from key markets, pressures on the local economic pillars will challenge the Territory’s push towards socio-economic stability and sustainability.

Significant work has been done on the runway extension since 2012, particularly on the runway design, and a business case was completed in 2016. However, because of the time lapse from 2016, likely changes in the local and global economy have invalidated the business case. Furthermore, the business case was an outline business case, and following recent discussions with the Foreign Commonwealth and Development Office (FCDO), it was advised that a business case which confirms to the HM Treasury: The Green Book – Central Government Guidance on Appraisal and Evaluation (the “Green Book”) that utilises the Five Case Model is preferable. While a specific method of financing the project has not been identified, all financing options are likely to have significant impacts on the fiscal position of Government, and therefore, a comprehensive business case will highlight the strategic rationale for the airport, its commercial viability, economic value and impact, financial strategy and management structure for the proposed development.

2. OVERALL OBJECTIVE

The overall objective of this consultancy is to develop a business case for the extension of the Terrance B. Lettsome International Airport and the supporting infrastructure (the “Project”) that aligns with the Territory’s development focus, which is guided by the National Sustainable Development Plan (NSDP), and the Green Book Five Case Model.

3. SPECIFIC OBJECTIVES

The specific objectives of this consultancy are as follows:

1. Developing a business case in accordance with the Green Book Five Case Model for the Project considering various runway configurations and a determination of which is optimal for the BVI. The business case must include:
 - a. Identify the overarching need for airport expansion
 - b. Align the proposal with broader policy objectives and stakeholder needs
 - c. Clearly articulate the problems or opportunities the expansion addresses
2. The Strategic Case (SCase) outlines the case for change, potential policy options, and strategic fit of the Project for the BVI. The SCase is also intended to demonstrate how the airport development harmonises with the wider tourism strategy and overall economic strategy of the Territory. At a minimum, the strategic case shall:
 - a. Identify the overarching need for airport expansion
 - b. Align the proposal with broader policy objectives and stakeholder needs
 - c. Clearly articulate the problems or opportunities the expansion addresses
3. The Economic Case (ECCase), which encompasses a cost-benefit analysis and the expected value for money for the Project. The ECCase explores and evaluates the economic benefits of the Project to the Territory, with consideration of its impact on key economic drivers. At its minimum, the economic case shall include:
 - a. A thorough cost-benefit analysis
 - b. A Comparison of potential costs of the expansion to its expected benefit
 - c. The selection of an option that offers the best value for money to the public.
- 4) The Commercial Case (CCase) which includes, among other commercial considerations, a route analysis, traffic analysis, and an assessment of the opportunities for the BVI, benefits to BVIAA, and the potential impacts on the BVI economy. At a minimum, the CCCase shall:
 - a. Examine the expansion’s viability in the current marketplace
 - b. Detail the procurement strategy,
 - c. Outline the expected contractual arrangements to ensure effective sourcing and management
- 5) The Financial Case (FCCase), which assesses the overall cost of the Project to the public sector, considering all financial costs, impacts and associated benefits. The FCCase also explores the affordability of the Project, various funding alternatives, and

an assessment of the risks associated with each alternative. At a minimum, the FCase shall:

- a. Evaluate the capital requirements for the expansion.
 - b. Project revenue streams and potential financial returns
 - c. Assess financial risks and ensure the expansion's financial sustainability.
- 6) The Management Case (MCase), highlighting project management, governance, and risk management strategies. At a minimum, the MCase shall:
- a. Describe the governance structure for the expansion project.
 - b. Outline risk assessment strategies and quality assurance measures
 - c. Provide a detailed project plan from initiation to completion.
6. Exploring the potential for developing an Intermodal facility for passengers transiting from the TBLIA to surrounding islands.
7. Analyzing the unique challenges BVI faces in capturing its rightful share of the tourism market and how the proposed project can address them effectively.
8. Providing recommendations, such as, but not limited to, the configuration of air and landside components of the airport, policy enhancement, regulatory compliance, resources management, and optimization of operations to ensure the project delivers maximum socio-economic benefits to the BVI.

4. AIRPORT SYNOPSIS

- The Terrance B Lettsome International Airport is operated by the British Virgin Islands Airport Authority, a statutory board which was formed in 2006.
- The Aerodrome is a code 3C Aerodrome that is regulated by Air Safety Support International (ASSI), a subcontractor of the UK CAA contracted to provide regulatory oversight for all UK overseas Territories.
- The Aerodrome currently has a passenger arrival throughput of 110,000 passengers per annum.
- The Main destinations served by the Airport are St Martin, San Juan, Antigua and as of June 1st, 2023, seasonal traffic to Miami.
- Before the flight in June of 2023, there were no direct flights to major hubs in the United States.
- The main route from the United States before June 2023 was via San Juan on smaller commuter aircraft and St Thomas via Ferry. The direct flights to Miami has been deemed a success as flights have increased from one flight per day to two flights per day and three flights per day on peak days.

- The airport currently employs just over 200 employees, inclusive of the management team and all of the units. All units, Rescue and Fire Fighting, Air Traffic Control, Security, and Maintenance are all currently under the umbrella of the Terrance B Lettsome International Airport.
- In addition to the Management of Terrance B Lettsome International Airport, the BVI Airports Authority is also responsible for the management of the Virgin Gorda International Airport and the Anegada International Airport.
- The current runway length does not allow for consistent penetration into key hubs such as New York which negatively affects its financial and economic viability. As a result, the Airport has had to rely on central government for a subvention, which has not always been consistent and reliable, to cover operational shortfalls

5. HISTORICAL CONTEXT

In 2012, the Government of the Virgin Islands began work on the expansion of the TBLIA, which included an extension of the runway . Independent experts were hired to develop a concept that included an intermodal facility designed to facilitate the transition of guests to the outer islands around Tortola. The same year, a procurement process commenced to secure a Design-Build Contractor to develop further and implement the expansion project. The tenders submitted in response to the invitation to bid highlighted that the project under that scope would be in the range of \$300 million to \$ 450 million, which was deemed expensive and did not support the financial goals of the Government at the time. As a result, the decision was taken to cancel the procurement process. -.It was further decided to reduce the cost of the project by amending the scope of the project to include works on the terminal building and extension of the runway only. In 2013, the services of legal and financial advisors were retained to advise on the overall procurement process, engineering and commercial considerations, including funding options for the project, and various relevant legal considerations relative to the design and construction of the revised project scope. In 2014, an investment-grade forecast was conducted by Boyds Group based on an extension of the runway from the current length of 1,400 meters up to a length of 2,284 meters.

A revenue forecast study was then undertaken by William Sales Partnership (WSP) to determine the viability of the project. In 2014, the advisors submitted the following reports:

- a. Funding options, including Design Build, Concession and Joint Venture (JV)
- b. Preliminary financial model to test the potential viability of a Concession.
- c. A market-sounding exercise was also conducted, which involved obtaining views of contractors (existing bidders) and potential financiers and operators located primarily in the Caribbean and North America.
- d. Legal advice on the procurement approach and impact on the current process.

The concession model was evaluated in-depth, and the responsive bidders in the aforementioned procurement process were consulted and asked to produce a plan for a concession model. The option of a concession model was eventually abandoned as it was determined that the option would require a significant injection of resources from Government to allow the proposed concessions to be viable.

In 2016, an overview business case was developed and forwarded to the United Kingdom Government (UKG) for approval, as required. The business case, and consequently, the project, was approved by the UKG; however, the project did not materialise. Since the approval by the UKG, a series of internal and external shocks, namely, Hurricanes Irma and Maria in 2017, the Covid -19 pandemic, and Russia-Ukraine war, has resulted in slow progress on further development of the project. Due to shifts in the economic landscape of the BVI since 2016, it became necessary to adjust the business case document to account for current state of the economy and the strategic direction of the Government.

6. SCOPE OF SERVICES

The Scope of Services required under this assignment includes:

- A. Develop a business case for the Project in accordance with the HM Treasury Green Book Five Case Model and as outlined in Section 3 (Specific Objectives).
- B. Project Objectives: In consultation with BVIAA, other Government personnel, and key partners and stakeholders clearly define the objectives of the airport development and runway expansion project. This may include accommodating increased passenger traffic, enhancing operational efficiency, improving safety measures, attracting new airlines other key airport development indicators, or meeting regulatory requirements.
- C. Stakeholder Analysis: Identify and analyse the key stakeholders of the project, such as airport authorities, airlines, government agencies, local communities, environmental organizations, and other relevant parties. The analysis should include an assessment of stakeholder interests, concerns, and potential impacts on the Project.
- D. Market Analysis: Conduct a detailed analysis of the domestic and international aviation market to determine the current and projected demand for air travel in the region. Evaluate the potential for passenger growth, cargo services, and other aviation-related activities.
- E. Financial, Commercial and Economic Analysis: Perform a comprehensive analysis to assess the project's economic viability. This should include:
 - a. Estimating the costs associated with the Project, including, but not limited to, construction, land acquisition, equipment and other resource requirements, and maintenance and operational expenses.
 - b. Evaluating potential revenue streams, including, but not limited to, airport fees, landing charges, concessions, and other sources of revenue; and

- c. Conducting a sensitivity analysis to assess the financial risks and potential returns on investment.
- F. Risk Assessment: Identify and assess potential risks and challenges associated with the project, including, but not limited to, environmental impacts, regulatory hurdles, community opposition, technical issues, and economic uncertainties. Develop risk mitigation strategies and contingency plans to address these risks and challenges.
- G. Regulatory and Legal Considerations: Identify and analyze the regulatory and legal requirements associated with the Project. Assess the compliance of the Project with local, national, and international aviation regulations, zoning laws, environmental regulations, and any other applicable legal frameworks.
- H. Project Timeline: Develop a work plan and timeline for completing the business case and delivery on the project scope, including key milestones and deliverables, the expected outputs, and the review and approval processes.
- I. Stakeholder Engagement: Participate in formal and informal meetings and presentations on the business case and other outputs of this assignment with decision-makers, the public, and other stakeholders of the Project. The successful tenderer will also be required to assist the Government in responding to queries regarding the project and preparing narratives for the media platform as may be required.

7. Deliverables

The deliverables to be provided relative to this assignment include:

- a. Inception report within **21 days** after the commencement of the assignment.
- b. A business case as described in Section 6A.
- c. A comprehensive report that presents the findings of Sections 6B, 6C, 6D, 6E, 6F, and 6I;
- d. Visual aids and presentations to communicate the business case and the documentation in 6J(b) through 6J(d) to stakeholders and decision-makers effectively.

8. INPUT ARRANGEMENTS FROM THE CLIENT

The BVIAA will provide the following inputs to the Consultant in support of the implementation of the assignment:

- a. Access to the Project site, including, but not limited to, the airside and landside of the TBLIA.
- b. Documentation of past studies relative to development since 2012, including:
 - i. Master Plan (2016)
 - ii. Runway Embankment Extension Detailed Design
 - iii. Air Service Demand Analysis & Demand Forecast (2014)

9. PRE-TENDER MEETING

A virtual Pre-Tender meeting will be held via Zoom online platform on Tuesday, November 28, 2023 at 10:00 am (local time). Persons interested in attending should request the link to the meeting by 4:00 EST on November 27, 2023 at email address dfahie@bviaa.com. All prospective tenderers will be notified of the virtual meeting credentials prior to the meeting. The pretender meeting is not mandatory; however, it is recommended that each Tenderer attend to gain full understanding of the requirements of this assignment, which may affect the cost or performance of the Services. Any failure to fully assess the associated cost shall not relieve a Tenderer from the responsibility to properly evaluate the requirements or cost of successfully performing the Services.

10. DOCUMENTS COMPRISING THE TENDER

Tenderers are required to submit proposals in the English Language.

The complete tender submission shall include the following information:

- i) Form of Proposal as per attached **Form I** in the Appendix. This form must be completed without alterations to its format, and no substitutes shall be accepted except the one provided.
- ii) Company Profile which provides a brief description of the tenderer's organisation and statement of capability.
- iii) General information on the bidder as per attached **Form II: General Information**. This form must be completed without alterations to its format, and no substitutes shall be accepted except the one provided.
- iv) Curriculum Vitae for all key members of the tenderer that are expected to deliver the services.
- v) A list with brief descriptions of recent assignments that demonstrate a proven track record, solid reputation, success, and experience that are similar in scope to the requirements of this assignment that the firm has participated in within the past 5 years as per attached **Form III: Statement of Experience on Similar Assignments**. This form must be completed without alterations to its format, and no substitutes shall be accepted except the one provided.
- vi) A list of current contracts and their status as per **Form IV: Current Contracts** in the Appendix.
- vii) A method statement and work program for implementing the Services, including a schedule with timelines for completion of tasks, milestones, and submission of the deliverables.

- viii) Tenderers are required to submit a valid business license or equivalency as proof of authorisation to operate a business in the required expertise in its jurisdiction of operation.
- ix) Tenderers registered in the BVI will be required to submit an updated Certificate of Good Standing to the effect that the Tenderer has complied with the provisions and have fulfilled the obligations under the Social Security Act Ordinance, CAP. 266, Payroll Taxes Act No. 18. of 2004, Income Tax Ordinance CAP. 206 and National Health Insurance under the Social Security (Amendment) Act 2014 of the Laws of the Virgin Islands.
- x) A tenderer registered in a jurisdiction outside of the BVI will be required to provide evidence that it is in good standing with respect to taxes and other statutory obligations that is required in the jurisdiction of operation.
- xi) Financial Proposal to perform the services including hourly charge-out rates for personnel that are proposed to be assigned to deliver these services as per attached **Form IV: Cost Proposal Questionnaire**.

The above information should be submitted in accordance with the submission requirements included in section 11.

Tenderers are required to ensure that the proposals submitted remain valid for **90 days** after the submission date.

11. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

The Tenderer shall submit a Technical Proposal consisting of the required documents in Sections 10(i) through 10(ix), and a Financial Proposal as required in Section 10(x). The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the tenderer itself. Any such corrections must be initialed by the persons or persons who sign(s) the proposals.

An authorized representative of the tenderer must initial all pages of the Proposal. The representative's authorization shall be confirmed in writing with the appropriate signatures appended.

For each proposal (technical and financial), the tenderer shall prepare **one (1) original and two (2) copies** of the Proposal clearly marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original shall govern.

The original and all copies of the Proposal shall be placed in a sealed envelope clearly marked "**RFP - Consultancy Services for Development of a Business Case for Expansion of the Terrence B. Lettsome International Airport**" and "**DO NOT OPEN BEFORE DECEMBER 29, 2023**". The envelope shall also bear the submission address and other information indicated at Section 12.

The completed Proposals must be delivered to the submission address in Section 12 **no later than December 29, 2023**. Any proposal received after the date and time for submission of proposals shall be returned to the tenderer unopened. **Tenders will be opened on January 4, 2024 at 10:00am** in accordance with BVIAA’s tendering procedures. The Financial Proposals shall remain sealed for later opening pending the evaluation of technical proposals.

12. Clarification and Amendment of RFP DOCUMENTS

Tenderers may request clarification of any of the RFP documents up to fourteen (14) days before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the BVIAA’s address as follows:

**The Secretary
Tenders Committee
BVI Airports Authority
Administration Centre
T.B. Lettsome International Airport
Beef Island, Tortola, BVI
Email: Dfahie@bviaa.com**

The BVIAA will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all proposers who were present at the virtual Pre-Tender meeting.

At any time before submitting 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 submitting proposals.

13. SCHEDULE OF EVENTS

ACTIVITY	Date
Virtual site visit	November 28, 2023
Clarification request deadline	December 15, 2023
Submission of proposals	December 29, 2023
Opening of proposals	January 4, 2023

14. EVALUATION OF TENDERS

Proposals will be evaluated in three (3) stages:

- a. Tenders will be initially screened for responsiveness in accordance with the requirements of Section 10 and any other requirements of this RFP. This component of the evaluation will be pass/fail.
- b. Technical Proposals of tenders determined to be responsive will then be evaluated in accordance with the evaluation criteria in Table 1 below. The technical evaluation will have a maximum score of 70 points.
- c. The Financial Proposals will only be opened after the Technical Evaluation is completed. Financial Proposals will be evaluated in accordance with the following mechanism:
 - i. The responsive tender with the lowest evaluated price will receive 30 points.
 - ii. The score for all others tenders will be determined based on the following formula:

$$(PI / Pn) * 30$$

where Pn is the financial offer being evaluated and PI is the lowest financial offer received.

Table 1: Summary of requirement and evaluation criteria.

Criteria	Maximum Score
Demonstrated experience of firm in performing similar assignments as provided in Form III: Statement of Experience on Similar Assignments.	25
Demonstrated competence and qualification of the tenderer to perform this assignment. Considers the capabilities of the tenderer including team members that will be assigned to perform the Services.	10
Adequacy of method statement and work programme for implementing the assignment.	35
Adequacy of Financial Proposal as provided in Form IV: Cost Proposal Questionnaire	30

The tender achieving the highest Evaluated Score will be selected as the preferred bidder and will be invited to negotiate a contract to perform the Services.

15. OTHER CONDITIONS

- a. BVIAA reserves the right to accept or reject any or all proposals without assigning any reasons and is not obliged to correspond with the Applicants in this regard. Further, BVIAA reserves the right to change and/or cancel the pre-qualification and tender process without assigning any reasons and without prejudice to its right to re-tender at any time in the future and in such case no bidder/intending bidder shall have any claim arising out of such action.
- b. BVIAA reserves the right to invite revised responses from the Applicants by issue of an addendum, prior to the tender deadline, without liability or any obligation for such invitation and without assigning any reason. This RFP does not give rise to any rights and is not an offer or an invitation to offer.
- c. BVIAA, by this process, does not intend to assume any legal obligation whatsoever, including any binding relationship of any kind, with any Applicant, nor will the BVIAA accept any liability howsoever arising, in relation thereto. By this document, applicants are so informed, and unconditionally acknowledge that they are fully aware that through an invitation to submit proposals, no entitlement whatsoever vests, or will vest in them.
- d. Participation by any party in this RFP pursuant to the invitation by BVIAA shall be considered to be an acceptance of all the terms and conditions of this invitation by

such party and no claims or disputes raised by it during or subsequent to the award process shall be entertained by BVIAA.

- e. All documents and other information supplied by BVIAA or submitted by an Applicant to BVIAA shall remain or become the property of BVIAA. BVIAA will not return any application or any information provided along therewith.
- f. The applicants shall bear all costs associated with the preparation and submission of its Proposal. BVIAA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- g. Proposals must be submitted in accordance with Section 11 of this RFP. BVIAA shall not be responsible for the loss or non-receipt or delay in the receipt of any Proposals.

The address to be used for communication with BVIAA regarding this RFP is:

The Secretary
Tenders Committee
BVI Airports Authority
Administration Centre
T.B. Lettsome International Airport
Beef Island, Tortola, BVI

Email: Dfahie@bviala.com

FORM I – FORM OF PROPOSAL

The Secretary
Tenders Committee
BVI Airports Authority
Administration Centre
T.B. Lettsome International Airport
Beef Island, Tortola, BVI

REQUEST FOR PROPOSALS**Consultancy Services for Development of a Business Case for the Expansion of
Terrence B. Lettsome International Airport, British Virgin Islands**

Dear Secretary:

1. Based upon the Submission Requirements and the Scope of Services, the undersigned proposes to provide the Services as indicated in our tender submission, and in accordance with the Tender Documents for the sum of (US\$) (sum in words and figures)

payable by the BVI Airports Authority.

2. The undersigned proposes to complete the assignment in _____ months and in accordance with the attached Schedule.
3. We agree that the proper law of the Contract shall be the Laws of the Virgin Islands
4. We agree that these tender documents shall comprise the sole binding documentation applicable to this tender or to the contract.
5. We agree that all information supplied by the Employer to the Tenderer will be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the tender. All information supplied by the Tenderer to the Employer will similarly be treated in confidence, except that references may be sought from banks, existing or past clients, or other referees submitted by the Tenderer.
6. We accept full responsibility for the accuracy of all prices provided in this tender and agree that these prices include full provision for any increases in the costs for whatsoever reason over the period of time from submission of tender to completion of the project and settlement of the final account.

- 7. We accept that any and all omissions or errors in pricing are our responsibility and agree that should any errors in arithmetic be discovered in the Cost Proposal submitted by us during consideration of this offer, these errors will be corrected by giving us an opportunity of either confirming our offer or amending it to correct such errors.

- 8. If this offer is accepted and subject to and in accordance with paragraphs 2, 3, 4, 5, 6, 7 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we undertake to provide the required services as in accordance with the contract.

Signed:

Name in BLOCK CAPITALS:

In the capacity of:

Duly authorised to sign on behalf of:

Legal Name of Tenderer:

Address:

.....

Telephone No.

Email:

FORM II – GENERAL INFORMATION

Item	Bidder's Information
Bidder's name or registered name in the case of a firm	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's address or registered address (in the case of a firm) in the country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Note:

- Please provide a certified true copy of the constitutional documents of the bidder; e.g., business Licence, Company Registration, etc.
- Please provide board resolution/power of attorney in favor of authorized representative authorizing him/her submit the Proposal.

FORM III – Statement of Experience on Similar Assignments

Item No.	Client Name, Address, Representative and Phone No.	Description of Services	Location	Value	Start/End dates	Notable Successes

FORM IV – COST PROPOSAL QUESTIONNAIRE

This questionnaire should be completed and submitted with the Proposal. **Completion of this questionnaire will form your Financial Proposal, which will be the ONLY price that will be evaluated.**

	Component	Unit	Rate	Total
1	Direct Professional Fees ¹			
2	Reimbursable Expenses ²			
	Total Expenses			

*The charge-out rates for personnel that will be assigned to this consultancy are as follows:

(List all personnel with corresponding charge-out rates for the team members that apply).

¹ Include a breakdown for arriving at the Direct Professional Fees

² Include a breakdown for arriving at the Reimbursable Expenses. Reimbursable Expenses are only paid upon approval of the usage with the presentation of the required documentation to the Client.

FORM OF AGREEMENT

CONSULTANCY AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____ 2023, between the BVIAA (hereinafter referred to as “the Employer”) of the ONE PART and _____ of (hereinafter referred to as “the Consultant”) of the other **PART**.

WHEREAS:

1. The Employer is desirous that the Consultant perform Consultancy Services for the Development of a Business Case for Expansion of the Terrence B. Lettsome International Airport British Virgin Islands (hereinafter referred to the “Services”); and,
2. The Employer has accepted the Consultant’s cost proposal for the provision of the Services in the sum of _____ (hereinafter called “the Contract Price”).

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

1. The Employer hereby engages the Consultant and the Consultant hereby accepts the engagement to execute and complete the Services in accordance with all other conditions and clauses of this Agreement
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Letter of Acceptance
 - b. Form of Proposal
 - c. Consultant’s Cost Proposal for the Services
 - d. Payment Schedule
 - e. Conditions of Contract
3. In consideration of the payments to be made by Employer to the Consultant as herein described the Consultant covenants with the Employer to perform the Services in accordance with this Agreement.
4. This Agreement sets out the entire contract between the Employer and the Consultant and it supersedes any previous Agreement written or unwritten between the Employer and the Consultant
5. Nothing in this Agreement shall relieve the Consultant from complying with the Laws of the Virgin Islands.
6. The parties hereto warrant and covenant that they have the requisite authority and power to enter this agreement for the purpose of creating a legally binding and enforceable contract between the parties.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed the day, month and year first written.

The Common Seal of the)

BVI Airports Authority

Was affixed by.....,

the Managing Director

In the presence of:

Kurt Menal

Witness

Signed by **Rep. Of Consultancy**

Name of Consultancy)

In the presence of:

(Rep. Of Consultancy)

Witness

NOTARY CERTIFICATION

I HEREBY CERTIFY that the above-named Kurt Menal appeared before me on the day of....., 2023 and being known/identified to me acknowledged the above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of the **Government of the Virgin Islands** and understood its contents.

.....
Notary Public

I HEREBY CERTIFY that the above-named _____ appeared before me on the day of, 2023 and being known/identified to me acknowledged the above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of and understood its contents.

.....
Notary Public

CONDITIONS OF CONTRACT

1. Force Majeure

a. Definition

1.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

1.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

1.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

1.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

1.6 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

1.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

2. Suspension

2.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension

3. Termination

3.1 This Contract may be terminated by either Party as per provisions set out below.

a. By the Client

3.2 The Client may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the Client in writing by

specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the Client's notice;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. By the Consultant

3.3 The Consultant shall promptly notify the Client in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.

3.4 Upon written confirmation by the Client or upon failure of the Client to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days written notice of termination.

4. Obligations of the Consultant

a. Standard of Performance

4.1 The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practice.

4.2 The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice.

b. Compliance

4.3 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Experts and Sub-consultants comply with the Applicable Law.

c. Conflicts of Interest

4.4. The Consultant shall hold the Client's interests paramount, without any consideration for future work,

and strictly avoid conflict with other assignments or their own corporate interests.

4.5 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

4.6 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. Confidentiality

5.1 Except with the prior written consent of the Client, the Consultant, including its Experts and Sub-consultants shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services.

6. Insurance to be taken out by the Consultant

6.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

6.2 The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance, which may be necessary or desirable for the Consultant, Expert(s), Sub-consultants, or specialists associated with the Consultant for purpose of the Services, nor for any dependent of any such person.

6.3 The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

7. Accounting and Inspection

and

7.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

7.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the site and/or all accounts and records relating to the performance of the Contract.

8. Reporting Obligations

8.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.

9. Proprietary Rights of the Client in Reports and Records

9.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client unless otherwise agreed by the Client in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

10. Client's Payment Obligation

10.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the services specified in **Appendix A** and in such manner as described in **Appendix C**.

11. Mode of Billing and Payment

11.1 The payments under this Contract shall be made in accordance with the payments provisions in **Appendix C**.

11.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.

12. Amicable Settlement of Disputes

12.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

12.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within seven (7) calendar days after receipt. If that Party fails to respond within seven (7) calendar days, or the dispute cannot be amicably settled within seven (7) calendar days following the response of that Party, Clause “Dispute Resolution” below shall apply.

13. Dispute Resolution

13.1 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof that cannot be settled amicably under clause 12, shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise; The language to be used in the arbitral proceedings shall be English.