



BRITISH VIRGIN ISLANDS AIRPORTS AUTHORITY

REQUEST FOR PROPOSAL

FOR TAXI SERVICES AT THE

TERRANCE B. LETTSOME INTERNATIONAL AIRPORT

DATE: JUNE 2024

Table of Contents

1.0	INTRODUCTION	3
2.0	PROPOSER QUALIFICATIONS.....	4
3.0	PRE-TENDER MEETING	4
4.0	BASIS FOR MAKING FINANCIAL PROPOSAL FOR CONCESSION.	4
5.0	ELIGIBILITY AND QUALIFICATION REQUIREMENTS.....	5
6.0	COST OF TENDERING.....	5
7.0	CLARIFICATION OF TENDER DOCUMENTS	5
8.0	AMENDMENT OF TENDER DOCUMENTS	5
9.0	DOCUMENTS COMPRISING THE TENDER.....	6
10.0	TENDER PRICES.....	6
11.0	TENDER VALIDITY PERIOD	7
12.0.	SEALING AND MARKING OF TENDERS	7
13.0	SUBMISSION OF TENDERS.....	7
14.0	LATE TENDERS	8
15.0	MODIFICATION AND WITHDRAWAL OF TENDERS	8
16.0	TENDER OPENING.....	8
17.0	PROCESS TO BE CONFIDENTIAL	8
18.0	CLARIFICATION OF TENDERS	9
19.0	DETERMINATION OF RESPONSIVENESS	9
20.0	EVALUATION AND COMPARISON OF TENDERS.....	9
21.0	AWARD CRITERIA.....	9
22.0	NOTIFICATION OF AWARD	10
23.0	SIGNING OF AGREEMENT.....	11
24.0	EVALUATION CRITERIA	11
25.0	COMMUNICATION	11
26.0	CLIENT INPUTS.....	12
27.0	FORM 1 - BASIC STANDARD OF OPERATIONS	13
28.0	FORM OF AGREEMENT.....	14

REQUEST FOR PROPOSAL
TAXI SERVICES AT THE TERRANCE B LETTSOME INTERNATIONAL AIRPORT

1.0 INTRODUCTION

1.0.1 The Terrance B. Lettsome Airport is the main International Airport servicing the British Virgin Islands. The airport is managed by the BVI Airports 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 sits under the portfolio of the Ministry of Communications and Works, and has an appointed Board of Directors. The Terrance B Lettsome International Airport has an average annual passenger movement of just under 250,000 passengers and accommodates more than 200 staff daily. With 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. As a result of the uptick of traffic and airlines, the BVIAA is required to have a reliable taxi service to allow the seamless transportation of residents and visitors utilizing the airport.

1.0.2 BVIAA, in accordance with international best practices, requests qualified companies to provide reliable taxi service from the Terrance B. Lettsome International Airport that would allow passengers an alternative to arriving to their destination on the main island of Tortola, BVI.

1.0.3 BVIAA therefore seeks competent companies to respond to this Request for Proposal (RFP) to provide a reliable taxi service at the Terrance B. Lettsome International Airport.

1.1 Overall Objective

1.1.1 To provide seamless taxi services from the Terrance B. Lettsome International Airport to any location on Beef Island or the main island of Tortola or any of its connecting Cays during Airport Operational hours.

1.2 Specific Objectives

1.2.1 Coordinate with the Customer Service Team of the Client who will assign trips to drivers to meet passenger needs.

1.2.2 Verify trip information prior to departure from the Airport with the Customer Service Team.

1.2.3 Meet and exceed the terms of the Client's Basic Standards for Operations (Form I) when developing the Code of Conduct to be submitted as part of the tender for approval by the Client. The Code of conduct must also include the following:

- procedures for mediation or resolution of disputes among drivers, including disputes of operator's drivers with drivers of another operators;
- measures and procedures to monitor drivers' compliance with the regulations and requirements of the agreement;
- measures and procedures to ensure exemplary levels of service from the Airport to all points of the airport service area for all arriving

passengers, including passengers arriving on delayed flights and off-peak hours;

3.0 PROPOSER QUALIFICATIONS

2.0.1 To be considered qualified to operate a taxicab services at the Airport, each Tenderer must, at a minimum, meet the following criteria:

- Must be registered to do business in BVI and have experience as a taxicab company with a fleet of late model, road worthy vehicles
- Must provide satisfactory evidence that it can meet or exceed every minimum service standard stipulated in section 1.2.3
- Possess a current business license in good standing from the Government of the Virgin Islands

3.0 PRE-TENDER MEETING

- I. The Tenderer and any of his personnel or agents are invited to a pre-tender meeting on **July 12, 2024 at 10:00 am**. Tenderers are asked to indicate their interest in attending the pre-tender meeting by sending an email confirmation to dfahie@bvial.com by 4:00 pm on July 11, 2024. **The subject line must state "AIRPORT TAXI SERVICES PRE TENDER MEETING"**.
- II. The purpose of the pre-tender meeting will be to share information and clarify issues or concerns and to answer questions on any matter that may be raised at that stage of the tendering process.

4.0 BASIS FOR MAKING FINANCIAL PROPOSAL FOR CONCESSION.

4.0.1 The Tenderer shall pay the Client a Concession Fee, which is a combination of the business Privilege Fee and a Per Trip Fee.

The business Privilege Fee, for the use of Authority provided roads, terminal curb areas, other airport facilities, and for the business opportunity afforded by the Airport, consists of:

- A monthly fee proposed by the Tenderer for each year of the concession agreement, which

monthly minimum fee shall not be less than:

- First year - \$1,200.00
- Second year - \$1,250.00
- Third year - \$1,300.00

- The Tenderer shall also pay a per trip fee of at least \$2.50 for each passenger pick-up.
- The Tenderer shall also pay the following fees to the Client for the use of the Demised premises to be utilized as a Taxi Hut
 - Annual rental fee of \$10,000
 - Monthly electricity surcharge - \$1,500
 - Monthly common use fee \$ 1,200
 - An annual ID pass fee of \$100 per member

5.0 ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 5.0.1 Tenders submitted by joint venture or more than one firm, as partners shall comply with the following requirements:
- a) The tender, (and later in case of a successful tender the Form of Agreement), shall be signed so as to be legally binding on all partners;
 - b) One of the partners shall be nominated as being in charge. A power of attorney signed by legally authorised signatories of all the partners shall be submitted as evidence of this authorization;
- 5.0.2 All partners of joint venture shall be jointly and severally liable for the execution of the Contract; and
- a) A copy of the agreement entered into by the joint venture partners shall be submitted with the Tender.
- 5.0.3 Tenderers may submit only one tender for this Invitation to Tender. Submission by a Tenderer of more than one tender will result in the disqualification of the tenders.
- 5.0.4 The Tenderer shall submit with his tender all necessary evidence to establish that both tenderers and any named sub-contractor meet the qualifying criteria.

6.0 COST OF TENDERING

- 6.0.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Client will not accept responsibility or liability for these costs whatsoever, regardless of the outcome of the tendering process.

7.0 CLARIFICATION OF TENDER DOCUMENTS

- 7.0.1 Tenderers requiring clarification of the tender documents may notify the Client in writing (including electronic mail) at the address indicated in the TDS no later than the time stated in the TDS.
- 7.0.2 The Client will respond in writing (including electronic mail) to any request for clarification, which he receives earlier than the time provided in the TDS.
- 7.0.3 Written copies of the response, including a description of the inquiry but without identifying its source, will be sent to all Tenderers.

8.0 AMENDMENT OF TENDER DOCUMENTS

- 8.0.1 At any time prior to the deadline for submission of tenders, the Client may, for any reason, whether at his own initiative or in response to a request for clarification by a prospective Tenderer, modify the tender documents by the issue of an Addendum.

- 8.0.2 Any Addendum will be sent in writing (including electronic mail) to all prospective Tenderers and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof to the Client.
- 8.0.3 In order to afford tenderers reasonable time to take any addendum into account when preparing their tenders, the Client may, at his discretion, extend the deadline for the submission of tenders.

9.0 DOCUMENTS COMPRISING THE TENDER

- 9.0.1 Tenders shall be submitted in strict compliance with all the requirements as set out in this Invitation to Tender.
- 9.0.2 The Tender to be prepared by the Tenderer shall comprise the following:
- I. A comprehensive cost proposal highlighting the Tenderer's proposed business privilege and per use fees;
 - II. A list of road worth vehicles to be utilized in the fleet for provision of services
 - III. An Organizational Chart showing management structure including contact details of the key members of the organization.
 - IV. A completed Code of Conduct developed in accordance with section 1.2.3.
 - V. A detailed Method Statement highlighting how the Tenderer will accomplish the objectives of this tender including the knowledge of the members of the team to provide such services and their familiarity with various points on Tortola.
 - VI. Tenderers will be required to provide proof that the company is in good standing with respect to taxes, duties, Social Security and National Health Insurance contributions, Company Registration, or payments due to the Government of the Virgin Islands. Certificates of Good Standing must be obtained from the Director of Social Security Board and National Health Insurance, and the Commissioner of Inland Revenue;
 - a. Tenderers registered as companies in the British Virgin Islands are required to submit a Certificate of Good Standing from the Commercial Registry.
 - b. A Special Certificate is required from the Company Registry at the Financial Services Commission, indicating that all fees due are paid and that the company is in good standing. This certificate should be dated no later than six (6) months prior to the date of the tender opening.
 - VII. A Trade License (valid for 2024).

10.0 TENDER PRICES

- 10.0.1 The Tenderer accepts that any and all omissions or errors in his pricing are his responsibility.

11.0 TENDER VALIDITY PERIOD

- 11.0.1 Tenders shall remain valid and open for acceptance for a period of 120 days.
- 11.0.2 In exceptional circumstances, prior to expiry of the tender validity period, an extension may be requested to the tender validity period. The request and response thereto shall be by writing (including electronic mail).

12.0. SEALING AND MARKING OF TENDERS

- 12.0.1 The Tenderer should submit one (1) original and one (1) copy of the Tender. The original should be placed in a sealed envelope and marked "Original", and the copy placed in another sealed envelope and marked "Copy". Both envelopes should be placed in an outer envelope and marked "**Tender for Airport Taxi Services**".

- 12.0.2 The inner and outer envelopes shall:

Be addressed to:
The Secretary
Tenders Committee
BVI Airports Authority
Beef Island
British Virgin Islands

BEAR THE FOLLOWING IDENTIFICATION:

- 12.0.3 The words "**DO NOT OPEN BEFORE 2:00 pm on Wednesday, 24th July 2024**".
- 12.0.4 The inner envelope only, shall indicate the names and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late or otherwise unacceptable.
- 12.0.5 If the outer envelope is not sealed and marked as instructed above, the Client will assume no responsibility for misplacement or premature opening of the Tender, which, if opened prematurely for this cause may be rejected by the Client and returned to the Tenderer.

13.0 SUBMISSION OF TENDERS

- 13.0.1 Tenders must be received by the Client at the address specified no later than **12:00 noon on Wednesday, 24th July 2024**".
- 13.0.2 When submitting a Tender, the Tenderer may request that a Certificate of Submittal be signed by a representative of the Procurement Team.
- 13.0.3 The Client may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Client and the Tenderer previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

14.0 LATE TENDERS

- 14.0.1 Late Tenders are not permitted. Any tender received by the Client after the deadline for Submission of Tender shall be deemed never to have been received and will be returned unopened to the Tenderer.

15.0 MODIFICATION AND WITHDRAWAL OF TENDERS

- 15.0.1 A Tenderer may modify or withdraw his tender after Tender Submission, provided that the modification notice, or withdrawal is received in writing by the Client prior to the prescribed deadline for Submission of Tenders.
- 15.0.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked, and delivered, with the inner envelopes marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 15.0.3 No tender may be modified subsequent to the deadline for submission of tenders.

16.0 TENDER OPENING

- 16.0.1 The Client will open the Tenders, including submissions made in the presence of any of the Tenderer's representatives who choose to attend, at **2:00 pm on Wednesday, 24th July 2024**". Tenderers are invited to witness this process in person or via a virtual platform and will be provided with credentials including the access code and password prior to the opening.
- 16.0.2 Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened. The Client will examine Tenders to determine whether they are complete, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 16.0.3 At the Tender opening, the Client will announce the Tenderer's names, the Tender prices, and written notifications of tender modifications and withdrawals, if any.

17.0 PROCESS TO BE CONFIDENTIAL

- 17.0.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers, or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.
- 17.0.2 Any effort by a Tenderer to influence the Client in the process of examination, clarification, evaluation, and comparison of tenders, and in decisions concerning the award of contract, may result in rejection of their Tender.

18.0 CLARIFICATION OF TENDERS

- 18.0.1 To assist in the examination, evaluation and comparison of Tenders the Client may ask Tenderers individually for clarification of their tenders, including breakdowns of unit rates.
- 18.0.2 The request for clarification and the response shall be in writing (including electronic mail).
- 18.0.3 No change in price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Client during the evaluation of the Tender.

19.0 DETERMINATION OF RESPONSIVENESS

- 19.0.1 Prior to the detailed evaluation of tenders, the Client will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 19.0.2 For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation is one which affects, in any substantial way, the scope, quality or performance of the Works, or which limits in, any substantial way, the Client's rights or the Tenderer's obligations under the Contract, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.
- 19.0.3 If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Client. It may not subsequently be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.

20.0 EVALUATION AND COMPARISON OF TENDERS

- 20.0.1 The Client will evaluate and compare only tenders considered to be substantially responsive to the requirements of the Tender Documents.

21.0 AWARD CRITERIA

- 21.0.1 The Client will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents, and who has offered the most advantageous tender, provided further that the Tenderer has, in the opinion of the evaluating committee, clearly demonstrated the capability and resources to carry out the services effectively.

21.0.2 CLIENT'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- 21.0.3 The Client reserves the right to accept or reject any or all tenders without giving any reason for such rejection and has the right to reject any non-complying tender that fails to meet any requirement, term or condition set forth in the Tender Documents, as well as relevant laws, rules, and regulations.

21.0.4 Any one of the following circumstances, which are not exhaustive, may result in the rejection of the affected tender, or disqualification of concerned Tenderers, and/or other administrative sanction whenever appropriate:

1. False or misleading statements or evidence of fraud;
2. Failure to furnish signatures or seals when required;
3. Failure to furnish a completed and signed Form of Tender;
4. Tenders without adequate Tender Securities;
5. Collusion among Tenderers for the purpose of fixing Tender Prices or negating competition;
6. Giving or offering of any illegal compensation to officers, employees and or, agents of BVI Airports Authority connected with the project;
7. Failure to furnish any information required to be included in the Tender; and
8. A Tenderer having an unfair competitive advantage or a conflict of interest to the requirements of the Tender or the works to be performed under a contract resulting from this Tender.

21.0.5 The Client does not bind itself to accept the lowest or any tenders and is not obliged to give any reasons for its selection.

22.0 NOTIFICATION OF AWARD

22.0.1 Prior to the expiration of the period of tender validity and contract award, the Client shall send the Notification of Intention to Award ("NOITA") to the successful Tenderer and all unsuccessful Tenderers, pursuant to section 51 (2) of the Act and Section 37 of the Regulations. The NOITA shall include a statement that the Client shall issue a formal Notification of Award and draft Contract after expiration of the period for filing a challenge and the resolution of any challenges that are submitted. Delivery of the NOITA shall not constitute the formation of a contract between the Client and the successful Tenderer and no legal or equitable rights will be created through the delivery of the NOITA.

22.0.2 After such notification, a Tenderer may request a debrief seeking explanations for the grounds on which its Tender was not selected.

22.0.3 Whether or not a Tenderer requested a debrief, a Tenderer reserves the right to challenge the results of a procurement only according to the rules and provisions established in Section 27(1) of the Act and 28(1) of the Regulations.

22.0.4 In the absence of a challenge or appeal by an unsuccessful Tenderer in accordance with the Act, the Procuring Entity may award the contract(s) to the successful Tenderer(s).

22.0.5 Until a formal contract is prepared and executed, the procuring entity shall provide written notification of contract award.

23.0 SIGNING OF AGREEMENT

23.0.1 At the same time the Client notifies the successful Tenderer that his Tender has been accepted, the Client will send to the Tenderer the Form of Agreement provided in the Tender Document, incorporating all agreements between the parties.

Within 15 days of receipt of the Form of Agreement, the successful Tenderer shall sign the form and return it to the Client.

24.0 EVALUATION CRITERIA

24.0.1 The competitive bidding process, which the BVIAA's Tender Committee supervises, will be utilized to ensure that the procurement process is transparent and that tenders are evaluated fairly to ascertain the lowest evaluated bid that is most technically and economically sound.

24.0.2 The Tenderers response to the Client's requirements will be evaluated under the following criteria with relative weights:

Table 2.1 Tender evaluation criteria and relative weights

Evaluation Criteria	Maximum Score (100 points)
Methodology & Service Standards	30
Qualification and Experience	30
Cost Proposal (business privilege and per use fees)	20
Fleet Composition	5
Team Composition	15

25.0 COMMUNICATION

25.0.1 Prior to the award of the contract, all communication with the Client should be through the Tenders Secretary, BVI Airports Authority at the following contact details:

Tenders Secretary
BVI Airports Authority
Beef Island
VG1110, British Virgin Islands

Tel: (284) 394-8000
Email: rfp@bviala.com

25.0.2 After award of the contract, all communications with the Client will generally be with the Director of Finance at the following contact details:

Director of Finance
British Virgin Islands Airports Authority
Road Town, Tortola
VG1110, British Virgin Islands
Tel: (284) 349-8000
Email: eharrigan@bviala.com

26.0 CLIENT INPUTS

26.0.1 The Client agrees to provide the following for the Tenderer to be utilized during the term of the agreement:

- A building measuring approximately 527.62 square feet located to the south near the entrance of the main Terminal Building at the Airport, the designated dispatch area, and a pickup spot and drop-off only parking areas immediately in front of the Airport Terminal Building and the parking lot area marked "TB Lettsome Airport Transportation Service Limited Only" or such other spaces as may be designated by the Lessor.
- Taxi Dispatch Services by Members of the Customer Service Team

27.0 FORM 1 – BASIC STANDARD OF OPERATIONS

Drivers should:

- All Drivers must be clean and tidily dressed in accordance with the Taxi & Livery Regulations. Driver's Dress Code entails their Transportation logo and name visible.
- All Drivers operate in a line system, once arriving at the Airport. Only five (5) Taxis are allowed to park in the line system. All other Taxis are to be parked in the Transportation Stand parking lot.
- All Drivers are to ensure that their Taxi numbers are entered on the whiteboard, in order to receive a job from the Taxi Dispatcher.
- All Drivers should receive a Taxi Voucher from the Taxi Dispatcher, which indicates the location and fare of the passenger/s.
- All Drivers should greet passengers in a friendly way and offer reasonable help with their luggage at both ends of the journey.
- All Drivers should act in a professional manner always.
- All Drivers should ensure that their vehicle is in a clean, safe, and satisfactory condition always.
- All Drivers should attend punctually when undertaking a pre-booked hiring.
- All Drivers should assist, when necessary, passengers in and out of their vehicle.
- All Drivers should treat information they receive about passengers in a discreet and confidential manner.
- All Drivers should switch off the engine if required to wait.
- All Drivers should always ask if a vulnerable passenger needs help and should not make assumptions.
- All Drivers receive any request from a passenger who wants to travel outside the local authority boundary, and agree the fare before setting off.
- All Drivers should not allow any unauthorized personnel to enter the Stand Gate unless authorization is granted by directors and approved by the Client.

AGREEMENT

THIS AGREEMENT is made this day of, Two Thousand and Twenty-Four between **The BVI Airports Authority Limited**, a company incorporated under the laws of the Virgin Islands and having its registered office situated at Craigmuir Chambers, P.O. Box 71, Road Town, Tortola VG1110, British Virgin Islands and a postal address of P.O. Box 4416, Road Town, Tortola VG1110, British Virgin Islands (hereinafter referred to as, the "**Lessor**" which expression where the context so admits shall include the person or persons entitled to the reversion immediately expectant upon the determination of the term hereby granted) of the **ONE PART**

AND

(**The Tenderer**) is a company incorporated under the laws of the Virgin Islands with a place of business at Terrance B. Lettsome International Airport, Beef Island, British Virgin Islands (hereinafter referred to as, the "**Lessee**" which expression where the context so admits shall include its successors and permitted assigns) of the **OTHER PART**.

IN THIS LEASE wherever the context admits:

- (a) "**Airport**" means the Terrance B. Lettsome International Airport, Beef Island, British Virgin Islands, and all its facilities.
- (b) "**Code of Conduct**" means the code of conduct for taxi drivers operating from the Airport established with guidelines from the Lessor, a copy of which is attached hereto as Appendix A, as amended from time to time, to be executed by each Taxi Transportation Member.
- (c) "**Code of Conduct Livery/Taxi Drivers**" means the code of conduct livery/taxi drivers for taxi drivers operating from the Airport established by the Lessor, a copy of which is attached hereto as Appendix B, as amended from time to time.
- (d) "**Codes of Conduct**" means the Code of Conduct and the Code of Conduct Livery/Taxi Drivers.
- (e) "**Commencement Date**" means the () day of ().
- (f) "**Common Services**" means the common services provided by the Lessor in connection with the general maintenance and upkeep of the Airport, including common area cleaning, maintenance, utilities, garbage disposal, back-up generator fuel charge, general supplies for common-use areas, such as hand soap and toilet paper.
- (g) "**Common Services Fee**" has the meaning given in Clause 1 (iii) hereof.
- (h) "**Demised Premises**" means the building measuring approximately 527.62 square feet located to the south near the entrance of the main Terminal Building at the Airport currently occupied by the Taxi Transportation, the designated dispatch area, and a pickup spot and drop-off only parking areas immediately in front of the Airport Terminal Building and the parking lot area marked "(Tenderer) Only" or such other spaces as may be designated by the Lessor under Clause 5 (i) hereof, together with the Lessor's fixtures and fittings therein.
- (i) "**Electricity Charge**" has the meaning given in Clause 1 (ii) hereof.
- (j) "**Fees**" means the Rent, Electricity Charge, and Common Services Fee.

- (k) "ID Passes Fee" means the applicable fees as specified in the Airport Fees and Charges Order.
- (l) "Rent" has the meaning given in Clause 1 (i) hereof.
- (m) "Taxi Transportation" means the (The Tenderer's Company), which operates from the Demised Premises.
- (n) "(Tenderers Name)" means the members of the (The Tender's Company) from time to time and "TB Lettsome Airport Transportation Service Members" shall be construed accordingly.
- (o) "Term" means the term of ____ () years commencing on the Commencement Date.

NOW THIS LEASE WITNESSETH as follows:

1. Demise, rent, and charges;

In consideration of the rent, the Lessee's covenants and agreements hereinafter reserved and contained, the Lessor demises, and the Lessee takes the Demised Premises **TO HOLD UNTO** the Lessee for the Term determinable as hereinafter provided **YIELDING AND PAYING THEREFOR** without demand during the said Term:

- (i) **Rent:** the rent of Ten Thousand United States Dollars and nil cents (US\$10,000.00) per annum, payable quarterly in advance (hereinafter referred to as, the "**Rent**");
- (ii) **Electricity Charge:** an electricity charge in the sum of One Thousand five Hundred United States Dollars (US\$1,500.00) per annum, payable quarterly in advance, representing a contribution towards the electricity used in connection with the Demised Premises (hereinafter referred to as, the "**Electricity Charge**");
- (iii) **Common Services Fee:** a service charge in the sum of One Thousand Two Hundred United States Dollars (US\$1,200.00) per annum payable quarterly in advance, representing a contribution towards the Common Services (hereinafter referred to as, the "**Common Services Fee**");

The Fees shall be paid in advance by equal quarterly payments of Four Thousand Five Hundred thirty-Three United States Dollars and thirty-three cents (US\$4,233.33) without deduction or setoff, on each () _____ 2024, () () 2025, (hereinafter referred to as, the "**Payment Dates**", each a "**Payment Date**"), with the first year's Fees or a proportionate part thereof where the Commencement Date does not start on a Payment Date, shall be paid on the execution of this Lease by the Lessee in respect of the period from the Commencement Date to the end of the calendar year immediately before the next Payment Date with subsequent payments being made on the Payment Dates during the Term.

The Taxi Transportation Members require ID Passes for the car parking arms, which must be obtained and paid one hundred United States Dollars (US\$100.00) per annum in advance by each Taxi Transportation Member. All Taxi Transportation Members are accountable to pay thirty-five dollars United States Dollars (US\$35.00) if their ID Pass is misplaced. Failure by any Taxi Transportation Member to pay the ID

Pass Fee within five (5) days of the due date shall result in the relevant ID Pass being suspended until the fees are paid in full. As a condition of being issued an ID Pass each Taxi Transportation Member is required to sign a certificate of receipt of a copy of the Codes of Conduct, as evidence that the member has received, read, and agrees to comply therewith.

2. Security deposit

In addition to the Fees to be paid hereunder, the Lessee shall pay to the Lessor on the date of execution of this Lease by way of a security deposit a sum equivalent to one (1) month's Fees being a total sum of One Thousand One Hundred United States Dollars (US\$1,100.00), which security deposit may be co-mingled with the other funds of the Lessor, and which shall not attract interest. Unless this Lease is terminated due to a breach of the Lessee, in which event the security deposit shall (without limitation of any further rights the Lessor may have) be forfeited to the Lessor as agreed liquidated damages, the security deposit shall be returned to the Lessee within sixty (60) days of the expiration or other sooner determination of this Lease in accordance with the terms hereof, excluding any amounts reasonably deducted by the Lessor for the breach of the performance of the Lessee's obligations under this Lease. The Lessor may at any time apply all or part of the security deposit to any amounts owed by the Lessee for the repair of the Demised Premises, any damage done to any of the Lessor's fixtures and fittings, and any outstanding utility payments or any other sums payable by the Lessee and not paid in accordance with the terms hereof, or any other breach thereof or liability of the Lessee hereunder. The security deposit shall not be treated as an advance payment of any part of the Fees due under this Lease.

3. Lessee covenants, obligations, and warranties

(1) The Lessee hereby covenants with the Lessor as follows:

- (i) to pay all sums of money due and payable to the Lessor under this Lease at the times and in the manner set out without deduction or set-off; provided always that if the Lessee should fail to make payment of any sum due within thirty (30) days of when the same shall fall due, the Lessee shall, in addition, be liable to pay interest at the rate of one and one-half percent (1 1/2 %) per month of the amount due and payable to be calculated from the due date until paid in full. Where any sums due under this Lease by the Lessee to the Lessor are outstanding, the Lessor shall be entitled to appropriate any part of any payment made by the Lessee towards the satisfaction of any interest payable hereunder in the first instance;
- (ii) at Lessee's own expense to fit out and furnish and effect interior decoration on the Demised Premises with such counters, furniture, and fixtures as may be necessary for the business to be operated by the Lessee from the Demised Premises and to the satisfaction of the Lessor, and the Lessee shall put and keep the same and the Lessor's fixtures and fittings in the Demised Premises in good and tenable repair and condition, fair wear and tear only excepted;
- (iii) to maintain and keep in good and substantial repair and condition any air conditioning unit and other equipment installed and used in connection with the Demised Premises;

- (iv) to keep the Demised Premises free of litter and in a clean and tidy condition at all times, to provide and make proper and adequate use of facilities for the disposal of waste and garbage, and to regularly remove and dispose of waste and other refuse from the Demised Premises to the area at the Airport designated for such refuse, and to comply with any policy of the Lessor implemented from time to time regarding the general handling, treatment, and disposal of waste and garbage from the Demised Premises and the Airport;
- (v) not to make any structural alterations or additions to the Demised Premises. Internal non-structural alteration and additions may be undertaken with the prior written consent of the Lessor such consent not to be unreasonably withheld;
- (vi) to keep and maintain the Demised Premises and all fixtures and fittings therein in good and tenable repair and condition, and in accordance with the Lessee's obligations under this Lease, at a standard at least equal to that of the Demised Premises at the Commencement Date, and to surrender and yield up possession of the Demised Premises at the expiration or sooner determination of the Term in the condition required under this Lease, fair wear and tear only excepted;
- (vii) to use the Demised Premises for the sole purpose of an office and for conducting the operations of the (Tender) and not for any other purpose without the prior written consent of the Lessor;
- (viii) to comply with all public health regulations or requirements and other statutory requirements in connection with the use of the Demised Premises and the business carried on therefrom;
- (ix) to observe and comply and to procure that each (Tenderer) observe and comply with the Codes of Conduct, which are incorporated herein, and such other rules and regulations from time to time issued by the Lessor in connection with the operation and for the management of the Airport and, and not to do or permit to be done on the Demised Premises or on any other part of the Airport anything which may be a nuisance, annoyance, or disturbance to the Lessor or other occupants or visitors to the Airport or neighbouring property. On delivery of a copy of such amendments and additional and new rules and regulations to the Lessee, the Lessee shall comply with the same and procure that the Taxi Transportation Members receive copies and comply therewith. A violation of any of the rules and regulations, including, but without limitation the Codes of Conduct, shall constitute a default by the Lessee under this Lease. If there is a conflict between the Codes of Conduct and any of the provisions of this Lease, the provisions of this Lease shall prevail;
- (x) not to permit or suffer the Demised Premises or any part thereof to be used as a place for lodging, dwelling, or sleeping;
- (xi) not to affix or permit or suffer to be affixed or exhibited to or upon any part of the Demised Premises any placard, sign, or other advertisement except a nameplate or trading identity of a form standard and character to be approved by the Lessor;

- (xii) to allow the exhibition on the Demised Premises of any poster, sign, placard, or other information notice issued by and as requested by the Lessor and to distribute or cause to be distributed any brochures, leaflets, etc. issued by and as requested by the Lessor;
- (xiii) not to interfere or permit any interference with any of the walls, floors, electrical wiring, or fittings of the Demised Premises;
- (xiv) not to assign, encumber, underlet, grant license or part with possession or occupation of the Demised Premises or any part thereof;
- (xv) not to charge or otherwise encumber, including give any bill of sale on any of the goods or effects belonging to the Lessee in or about the Demised Premises without the written consent of the Lessor;
- (xvi) to permit the Lessor or its agents with or without workmen and others at all reasonable times or at any time in an emergency to enter the Demised Premises for the purpose of examining the condition of the Demised Premises or other part of the Airport, or the taking of inventory of the Lessor's fixtures and fittings or of doing such works as may be required for any repairs, alterations or improvements of the Demised Premises or other part of the Airport, and upon notice given by the Lessor to execute any repairs required to be done by the Lessee as set out in such notice, failing which the Lessor shall be entitled to undertake such work and the same shall be recoverable as if the same were rent in arrears;
- (xvii) not to place any furniture, fixtures, fittings, or other object in such a manner as to obstruct access to cable ducts within or outside the Demised Premises;
- (xviii) to obtain and maintain at the Lessee's cost at all times during the Term comprehensive general liability insurance and public liability insurance in the amount of not less than Five Hundred Thousand United States Dollars (US\$500,000.00) per claim in respect of the Demised Premises and to keep the Lessor indemnified in full against all third-party claims, actions, proceedings, costs and expenses, damages, demands, or any other obligation or liability of any nature whatsoever arising out of or resulting from any acts, neglect or default of the Lessee or the Lessee's agents, assignees, customers, invitees or licensees, and any other person acting under the authority of the Lessee or the rights and liberties granted under this Lease, or in consequence of any breach or non-observance by the Lessee or any covenants and obligations in this Lease or otherwise in connection with the Demised Premises or as a result of the Lessee's use and occupation thereof and any business conducted therefrom or use thereof. Additionally, the Lessee shall keep insured all vehicles used in connection with the Lessee's business operation associated with the Demised Premises.
- (xix) The Lessor shall be named as an additional insured on all insurance policies to be maintained by the Lessee under this Lease, such policies shall be specifically endorsed to provide that they are primary insurance without recourse to or contribution from any

similar insurance carrier by the Lessor and Lessee shall cause its insurance carriers providing any of the above-required policies to waive any rights to subrogation against the Lessor. The Lessee shall provide a current certificate of insurance evidencing the existence of the insurance required under this clause to the Lessor within ten (10) business days of: (i) the date of this Lease; and (iii) demand. In addition, the Lessee shall inform the Lessor at least thirty (30) days in advance if the Lessee intends to change, alter, or amend any part of the insurance agreement with its insurer. Any failure by the Lessee to comply with its insurance obligations under this clause shall constitute a material breach of this Lease;

- (xx) the Lessee shall be responsible for insuring the Lessee's contents, furniture, and fixtures and the Lessor shall have no responsibility for them;
- (xxi) not to do or suffer to be done anything which may render an increased premium for insurance payable for the insurance of the Airport or make void or voidable any policy of insurance effected in respect of the Airport;
- (xxii) in the event of the Demised Premises being destroyed or damaged to give immediate notice thereof to the Lessor;
- (xxiii) not to employ or continue to employ any person who has been or is convicted of any offense under The Drugs (Prevention of Misuse) Act 1988 or the Drugs Trafficking Offences Act 1992 (or any amendments thereto) or similar legislation unless such convictions are spent and to inform the Lessor of any changes to employees having access to the restricted areas at the Airport. Any failure by the Lessee to comply with its obligations in this clause shall constitute a material breach of this Lease;
- (xxiv) to provide to the Lessor from time to time and on demand a list of all members of the Taxi Transportation operating from the Demised Premises, employees, and prospective employees of the Lessee who will have access to the restricted areas of the Airport;
- (xxv) The Lessor reserves the right to suspend, recall, or terminate the security pass, once issued, of any employee that has been gainfully employed, if the employee is found to have any outstanding convictions that have not been spent;
- (xxvi) at all times to comply with all security measures, code of conduct, policies/procedures, and other operational requirements in effect for the Airport from time to time. Any failure by the Lessee to comply with the obligation in this clause shall constitute a material breach of this Lease;
- (xxvii) not to engage, whether directly or indirectly, including by any agent or servant or through any other person in any form of touting or disparaging statements of the goods or services of any other lessees of the Lessor;

- (xxviii) to comply in all respects with the provisions and requirements of any and every enactment which expression in this covenant shall include every Act or Ordinance in force in the Virgin Islands at the date of this Lease or hereafter to be made under or in pursuance of any such Act or Ordinance so far as they relate to or affect the Demised Premises and the business to be operated therefrom by the Lessee;
- (xxix) to allow the Lessor's fire officers ready and direct access to the Demised Premises in cases of emergency;
- (xxx) at the expiration or sooner determination of the Lease peaceably to surrender and yield up to the Lessor the Demised Premises, unless the Lessor requests otherwise, in its original condition, fair wear and tear only excepted, and to remove all fixtures and fittings placed in the Demised Premises by the Lessee and to reinstate and make good to the satisfaction of the Lessor any damage occasioned to the Demised Premises by the removal of said fixtures and fittings or the reinstatement works; it being accepted that all improvements made to the Demised Premises by the Lessee under the terms of this Lease shall be for the benefit of the Lessor and the Lessee shall not seek to remove any such improvements unless first requested by or consented to by the Lessor.

(2) The Lessee represents and warrants as follows:

- (i) It is duly organized, validly existing, and in good standing under the laws of its place of incorporation;
- (ii) it has the power and authority to enter into, deliver, and perform the terms and provisions of the Lease and has taken all necessary corporate action to authorize its execution and delivery;
- (iii) the Lease constitutes the legally valid and binding obligations of the Lessee enforceable against it in accordance with its terms; and
- (iv) the performance of its obligations in the Lease will not violate, conflict with, or constitute a default under any provision of its constitutional documents or any laws or agreements to which the Lessee is bound.

4. Lessor's covenants and obligations

The Lessor hereby covenants with the Lessee as follows:

- (i) that the Lessee paying the aforesaid rents, and other charges herein reserved and observing and performing the several covenants on the Lessee's part herein contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor;
- (ii) to permit the Lessee, and the Lessee's servants, and invitees to use in common with the Lessor and the lessees and occupiers of the other portions of the Airport, the lavatories, entrances, staircases, corridors, passages, and other common facilities thereof necessary in connection with the use of the Demised Premises; and

- (iii) throughout the term of the Lease to be bound by the implied agreements set out in Section 52 of the Registered Land Ordinance, Chapter 229 in so far as the same are applicable and do not conflict with the covenants herein contained.

5. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared as follows:

- (i) The Lessee accepts that the Lessor, as part of its development plans for the Airport, may from time to time need to reorganize spaces and shift locations of lessees and other occupants at the Airport (whether temporary or permanent), and the Lessee accepts the Lease on this basis and that it may be required by the Lessor at any time during the Term to move location and that any cost to be incurred by the Lessee in connection therewith would be for the account of the Lessee.
- (ii) Either party may upon ninety (90) days' prior written notice given by one to the other terminate the Lease and the term hereby granted.
- (iii) Notwithstanding anything herein to the contrary, the Lessor may terminate the Lease by thirty (30) days' prior written notice if the Lessee breaches any security and/or operational requirements for the Airport notified to the Lessee from time to time, or (ii) the Lessee is in material breach of this Lease.
- (iv) The Lessor shall not be responsible to the Lessee, or the Lessee's servants, customers, or visitors for any personal injury, death, loss or damage or destruction which may at any time during the Term be caused to the Lessee, any of the Lessee's servants, customers or visitors or to the Demised Premises by reason of any act, neglect or default of the Lessee, any agent or servant or customer or visitors of the Lessee in or about the Airport or the Demised Premises or of any other lessee or occupier of any adjoining property.
- (v) If the Fees, or any other sums and charges hereby reserved or any part thereof respectively shall be unpaid for twenty one (21) days after becoming payable (whether formally demanded or not) or if any stipulation or covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee shall become bankrupt or, shall go into liquidation other than for reconstruction or amalgamation or make any assignment for the benefit of creditors or enter into any agreement or make any arrangement with creditors for liquidation of debts by composition or otherwise or suffer any distress or process of execution to be levied upon goods or if any event shall happen by reason whereof the renewal of any licence in respect of the business shall be refused or if the Lessee shall cease to operate the business from the Demised Premises in accordance with the terms of this Lease then and in any of the said cases it shall be lawful for the Lessor at any time thereafter by thirty (30) days' notice to terminate this Lease and to re-enter upon the Demised Premises or any part thereof in the name of the whole and upon the expiration of the notice this Lease shall absolutely cease and determine but without prejudice to any other right of action of the Lessor in respect of any breach of the Lessee's covenants or stipulations herein contained.

6. **ANY NOTICE** to be given under this Lease shall be in writing. Any document or notice required to be served on the Lessor shall be sufficiently served by delivering a copy of the same to the Lessor at the Airport marked for the attention of the Managing Director; and in the case of the Lessee by delivering a copy to the Demised Premises marked for the attention of the Lessee.

7. IT IS HEREBY AGREED and CONFIRMED further that:

- (i) Nothing herein shall give the Lessee an exclusive right to deal in any of the business activities permitted by this Lease at the Airport.
- (ii) For the avoidance of doubt, the obligations of the Lessee to indemnify the Lessor under the terms of this Lease shall survive termination of this Lease.
- (iii) If the Lessee for the time being is more than one person, the term "Lessee" includes each of them and the Lessee's covenants shall in such case be construed as joint and several covenants.
- (iv) Any waiver by the Lessor of a breach of any provision of this Lease on any occasion shall not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of any other provision of this Lease. It is also agreed that any waiver to be valid and enforceable against the Lessor must be in writing.
- (v) This Lease shall be governed, construed, and interpreted by, though, and under the Laws of the Virgin Islands and each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the British Virgin Islands.
- (vi) In this Lease, any references to a specific statute include any statutory extension or modification, amendment, or re-enactment of such statute.
- (vii) The Lessee shall be responsible for any fees payable in connection with the stamping and registration of this Lease. Both parties shall be responsible for their own legal costs incurred in the preparation of this Lease.
- (viii) The invalidity of any provision in this Lease shall not affect the validity, enforceability, or effect of the remainder of the provisions in the Lease.
- (ix) This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AS WITNESS the hands of the parties hereto the day and year being first written above.

The Common Seal of)
The BVI Airports Authority)	Managing
Limited, Lessor, was affixed hereto by)	Director
Managing Director)	
andDirector/Secretary)
)	
In the presence of:)	Director/Secretary

.....

Witness

Print Name:

Executed for and on behalf of)

(Tenderer))

Service Limited. Lessee)

by)

.....,)

In the presence of:)

.....
Witness

Print Name: