



INVITATION TO TENDER FOR THE PROVISION OF CUSTOMIZED MARINE LIABILITY INSURANCE

REF#: MI001/2025

The BVI Airports Authority (BVIAA/Authority) is a Statutory Body of the Government of the Virgin Islands. It was incorporated on 15th day of August 2005 to oversee the effective and efficient operation of all airports in the Territory. It currently manages three (3) Airports including the main airport - Terrance B. Lettsome International Airport located on Beef Island, British Virgin Islands, Taddy Bay Airport, Virgin Gorda and Auguste George Airport, Anegada, providing essential services to both commercial and general aviation users.

The Authority currently falls under the portfolio and directive of the Minister of Communications and Works through an appointed Board of Directors who are elected based on a commitment to the programs and purposes of the Authority. The Board establishes the broad guidelines of philosophy and institutional purpose, and names the Managing Director to execute those guidelines.

The BVI Airports Authority now invites qualified insurance companies to submit proposals for the ***Provision of Customized Marine Liability Insurance*** for its two (2) response Fire Vessels on the basis of the *premium* to be paid on a twenty-four months basis for the 2025 - 2027 calendar years. Said insurance should include coverage for its fire officers who will man/operate the boats. It is intended that the Insurance will be effective from **Monday 1st September 2025 through Tuesday 31st August 2027.**

TENDER DOCUMENT

Tenderers shall request a copy of the recent condition and Evaluation Survey Report for the vessels at rfp@bviala.com.

DOCUMENTS COMPRISING THE TENDER

Tenders shall be submitted in strict compliance with all the requirements as set out in this Invitation to Tender.

The Tender to be prepared by the Tenderer shall comprise the following:

1. The name, title, phone number and e-mail address of the Respondent's single point of contact on the company's letterhead.

2. A completed Form of Tender in accordance with Appendix 1. This form must be completed without alteration to its wording or format, and no substitutes shall be accepted except for the one provided;
3. Primary functions of the Respondent's existing business.
4. A brief narrative highlighting the Respondent's qualifications and/or capabilities including relevant experience.
5. Valid Insurance License issued pursuant to the Insurance Act 2008.
6. Proof that the company or individual 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;
7. Tenderers registered as companies in the British Virgin Islands are required to submit a Certificate of Good Standing from the Commercial Registry.
8. 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.
9. Tenderers operating in the British Virgin Islands are required to submit a Trade License (valid for 2025).
10. Copy of proposal form and policy wording, including copy of certificates and endorsements. **(Policy wording to be subject to Virgin Islands jurisdiction clause).**
11. Details of claims handling procedures.
12. Audited Accounts/Certified Financial Statements for the past 2 years.
13. Financial Proposal to include the premium to be paid on a twenty-four-month basis for the 2025 - 2027 calendar years.

Failure on the part of the Proposers to enclose any, or all, of the supporting documents indicated above may render the Proposal non-responsive.

DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents. 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 Employer'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.

If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. It may not subsequently be made responsive by the tenderer correcting or withdrawing the non-conforming deviation or reservation.

TENDER PRICES

- I. The Tenderer accepts that any and all omissions or errors in his pricing are his responsibility.
- II. The Tenderer accepts full responsibility for the accuracy of all prices provided in his tender and agrees that these prices include full provision for any increase in his costs for whatsoever reason over the period of time from his submission of tender to completion of the project and settlement of the final account.
- III. The Tenderer's prices shall take account of all provisions for the services, including, but not necessarily limited to, all costs fees and currency exchange rates, etc.

CURRENCIES OF TENDER AND PAYMENT

- I. The Tender Price and any subsequent payments shall be entirely in US Dollars.

VARIANT SOLUTIONS

- I. Variant Solutions is not permitted.

REQUEST FOR CLARIFICATION

- I. Tenderers requiring clarification may notify the Authority in writing at rfp@bvviaa.com no later than **July 29, 2025**, two (2) weeks prior to the submission of tenders.
- II. The Authority will respond in writing to any request for clarification received. Written copies of the response, including a description of the inquiry but without identifying its source, will be sent to all Tenderers.

SUBMISSION OF TENDERS

Electronic submissions of the Tenders in a non-editable format and not exceeding 15 MB must be received by the Authority at the email address rfp@bvviaa.com as no later than **August 12, 2025 at 12:00 noon**. The filename and the email subject must bear the Company name and **"RFP FOR MARINE LIABILITY INSURANCE."**

- I. The Authority may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in which case all rights and obligations of the Authority and the Tenderer previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

LATE TENDERS

- I. Late Tenders are not permitted. Any tender received by the Authority after the deadline for Submission of Tender shall be deemed never to have been received.

TENDER OPENING

- I. The Authority will open the Tenders in the presence of any of the Tenderer's representatives who choose to attend, on **August 12, 2025 at 2:00 pm**. Tenderers are invited to witness this process via a virtual platform and will be provided with credentials including the access code and password prior to the opening.
- II. At the Tender opening, the Authority will announce the Tenderer's names and the Tender prices.

PROCESS TO BE CONFIDENTIAL

- I. 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.
- II. Any effort by a Tenderer to influence the Authority 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.

AWARD CRITERIA

Subject to Clause 1.30 and Clause 1.33, the Employer 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 pursuant to Clause 1.30, provided further that the Tenderer has, in the opinion of the evaluating committee, clearly demonstrated the capability and resources to carry out the Contract effectively.

NOTIFICATION OF AWARD

- The Authority 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 Purchaser 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 Purchaser and the successful Tenderer and no legal or equitable rights will be created through the delivery of the NOITA.

- After such notification, a Tenderer may request a debrief seeking explanations for the grounds on which its Tender was not selected.
- 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.
- 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).
- Until a formal contract is prepared and executed, the procuring entity shall provide written notification of contract award.

COMMUNICATION

Prior to the award of the contract, all communication with the **Authority** 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

After award of the contract, all communications with the **Employer** will generally be with the Director Administration at the following contact details:

Director of Administration
Terrance B. Lettsome International Airport
British Virgin Islands Airports Authority
Road Town, Tortola
VG1110, British Virgin Islands
Tel: (284) 394-8000
Email: dimaduro@bviala.com

AUTHORITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- I. The Authority 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.
- II. 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:
 - False or misleading statements or evidence of fraud;

- Failure to furnish signatures or seals when required;
- Collusion among Tenderers for the purpose of fixing Tender Prices or negating competition;
- Giving or offering of any illegal compensation to officers, employees and or, agents of BVI Airports Authority connected with the project;
- Failure to furnish any information required to be included in the Tender; and
- 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.

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

APPENDIX 1

FORM OF TENDER

To: Chairman
Procurement Committee
BVI Airports Authority
Beef Island
British Virgin Islands

TENDER

Tender for installation of the provision of customized marine liability insurance, BVI Airports Authority

Dear Chairman:

1. We have examined and taken into account the contents of this request for proposal, and addenda pursuant to this invitation.

We offer to provide coverage in conformity with this Tender inclusive of all the required listed documents for the sum of (US\$) (sum in words and figures)

payable by the British Virgin Islands Airports Authority.

2. We agree that the proper law of the Contract shall be the Laws of the Virgin Islands.

3. We agree that these tender documents and the terms and conditions of contract shall comprise the sole binding documentation applicable to this tender or to the contract.

4. We agree that all information supplied by the Authority 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 Authority 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.

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.

6. We accept that any and all omissions or errors in pricing are our responsibility

9. We further agree that acceptance of this tender by the BVI Airports Authority does not constitute an offer, an invitation to offer, nor a legally binding contract

agreement between the BVI Airports Authority, myself, my company, or any other entity associated with this tender submission.

Signed

Name in

Block Capitals.....

In the capacity of

Duly authorized to sign tenders for and on behalf of

Name

Address

.....

Telephone No

Email Address:

Date