



**REQUEST FOR PROPOSALS**  
**TENDER NO: BVIPA-RFP2024/01**

**PORT MANAGEMENT CONSULTANCY SERVICES FOR THE BRITISH VIRGIN ISLANDS PORTS AUTHORITY**

**15 APRIL 2024**

**BRITISH VIRGIN ISLANDS PORTS AUTHORITY**  
**PASEA PLACE**  
**ROAD TOWN, TORTOLA VG1110**  
**BRITISH VIRGIN ISLANDS**

## PORT MANAGEMENT CONSULTANCY

### Request for Proposals: Port Consultancy Services for the British Virgin Islands Ports Authority

#### 1. INTRODUCTION

- 1.1. The British Virgin Islands Ports Authority (the Ports Authority) is inviting prospective individuals or entities with relevant experience in all aspects of port management to submit a response to this Request for Proposals (RFP) for **Port Consultancy Services**.
- 1.2. The assignment is expected to commence in **June 2024** and will be executed on a full-time basis over an initial period of six (6) to twelve (12) months.

#### 2. INSTRUCTIONS TO TENDERS

##### 2.1 Requirements for tender

The tenderer will be required to demonstrate that it/he is professionally qualified and has relevant expertise in the area of port consultancy services. The experience will also be demonstrated from the references given by the tenderer which will be accompanied by a letter of authority seeking information from the references provided.

The Ports Authority is seeking a transformational, highly respected professional with proven leadership skills and extensive experience in all critical functions in leading a large, complex business. While Port management, transportation and multi-modal experience is a distinct plus, it is not an absolute requirement for consideration. Having experience in port management, business, governmental, business development, maritime, and public policy is a plus. Possessing a thorough understanding of public safety and security issues as they relate to critical infrastructure and Seaports is an important element in this position. Being customer centric is critical.

##### **Working knowledge**

Public sector service and commercially driven government operations preferably at port management level;

International and Governmental regulations and operational issues regarding seaport and economic development activities in a similar environment;

Extensive knowledge of the seaport industry (economic, and future impacts);

Human resource management experience;

Leadership and public presentation abilities;

Political astuteness and integrity;

Critical thinking and problem-solving skills;

Ability to travel and to interface with the Ports Authority's personnel, stakeholders both national and regional.

### Minimum qualifications

A Bachelor's degree and or (15) years of senior level seaport industry experience. Experience should be at the director, manager, or administrator level of a public entity, or of a major industry corporate entity and experience on similar assignments in the Caribbean region is desired.

### 3. BACKGROUND

The British Virgin Islands Ports Authority was established by the British Virgin Islands Ports Authority Act, No. 12 of 1990 (the Act), as a commercial entity with a separate legal personality, solely owned by the Government of the Virgin Islands.

The Ports Authority is mandated to provide superior quality seaport facilities and services, to **seven (7) ports** in an environment characterised by employee growth and development, cutting-edge technology and teamwork, for the betterment of the Ports Authority and the Virgin Islands as a whole. The Ports Authority therefore wishes to procure port management consultancy services from qualified firms or individuals for a period of six (6) to twelve (12) months.

### 4. SCOPE OF SERVICES

- 4.1. The Ports Authority is seeking the services of a competent individual or entity capable of advising on the management of:
  - (i) a busy cargo operations port;
  - (ii) several ferry terminals; and
  - (iii) a cruise passenger port.
- 4.2. More specifically, the successful applicant will:
- 4.3. provide technical advice and support to the Managing Director of the Ports Authority. In this regard, the consultant shall provide advice on Port Management restructuring to improve operations across the ports in the Virgin Islands.
- 4.4. The Consultant's representative must also be present physically in the British Virgin Islands for at least ten (10) business days in each month throughout the term of the contract. At all times during the subsistence of the contract, the Consultant shall provide advice and support to the Managing Director in the following areas:
  - (i) Adaptable strategies for the improvement of cargo handling operations and other port management services beneficial to the ferry terminals and the cruise port operations which integrate seamlessly into day-to-day port operations;
  - (ii) The assessment of port governance and to provide strategic direction and measures to improve and streamline the execution of the Ports Authority's port management functions;
  - (iii) The creation of a port management structure that has a positive impact on business development with a view to maximizing profits;

- (iv) The provision of cost-effective port solutions with a focus on port infrastructure, marine operations, safety standards and security, environmental, health and safety of, finances, procurement, engineering, maintenance, human capital, administration, port development and operations, marine services and training in port development and operations;

The consultant must have knowledge of the:

- (a) ISPS Inspection Code (ISPS)
  - (b) Tripple I Code
  - (c) Safety of Life at Sea (SOLAS)
  - (d) Marine Pollution (MARPOL)
  - (e) International Maritime Dangerous Goods (IMDG)
- (v) Review and, where necessary, recommend aspects of port management that will assist in creating an efficient process;
  - (vi) Provide hands-on assistance in implementing reform action items and plans;
  - (vii) Recommend strategies to build relations with industry stakeholders and continue to promote the vision, strategy and goals of the Ports Authority and develop community relationships;
  - (viii) Recommend use of ports resources to develop and enhance working relationships and communication with employees, community, and other business interests;
  - (ix) Serve as an advisor to the Ports Authority for the duration of the contract;
  - (x) Provide advice, guidance and directed mentorship to the Managing Director on all aspects of port management required to achieve the goals and objectives of the Board of the Authority;
  - (xi) Liaise with key stakeholders responsible for the implementation of the management of the Ports Authority for informational purposes;
  - (xii) Provide monthly written reports to the Board of Directors on the overall progress of the Managing Director in delivering the core aims, objectives and deliverables during the term of the consultancy.
  - (xiii) Provide a final summary report on any development needs identified and the personal performance/development progress made (based on the Managing Director's Job description) during the period of support by the consultant.
  - (xiv) Conduct a preliminary analysis of the Ports Authority strategic plan and objectives with a view to strengthening and refining where necessary or beneficial;
  - (xv) Collaborate with the Managing Director to provide the Board with strategic feedback on the implementation of the Ports Authority's strategic development plan; and
  - (xvi) Assist the Managing Director with the deliverables of his core functions.

## 5. DELIVERABLES

- 5.1. The deliverables for this consultancy include:
- 5.2. A comprehensive strategy, including an implementation plan for the Ports Authority as it relates to the management of the container port and the passenger terminals;
- 5.3. A comprehensive workforce report that examines the existing state of the Ports Authority's workforce in relation to the management of the operation, and presents clear terms of reference to steer the management team within the workforce;
- 5.4. Written monthly progress reports documenting activities and accomplishments during the consultancy period; and
- 5.5. Ongoing support to the Managing Director including assessment of his individual capabilities/capacity with respect to fitness for the role and identification of areas for development. This includes the production of a capability/capacity improvement report laying out strategies and recommendations for overall professional development and attainment of organizational goals.

## 6. PRETENDER NOTIFICATION

A virtual Pre-Tender meeting will be held via Microsoft Teams on **29 April 2024 at 11 a.m.** (local time). All prospective tenderers will be notified of the access code and password before the meeting. The pretender meeting is not mandatory; however, it is recommended that each Tenderer attend. Each Tenderer must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. Any failure to fully assess the associated cost shall not relieve any Tenderer from responsibility to properly evaluate the difficulty or cost of successfully performing the Services.

## 7. SUBMISSION OF PROPOSALS

- 7.1. Electronic copies of the Proposal must be received no later than **4:00 p.m. (local time) on 21 May 2024**. The submission must be in a non-editable format not exceeding 10 MB. The body of the email submission should include the name and address of the applicant and the subject of the email shall be "Request for Proposals" — Port Management Consultancy Services".
- 7.2. **Original Proposals** must also be submitted to the following address:

The Chairman  
BVI Ports Authority Board  
BVI Ports Authority  
Pasea Place  
Road Town  
Tortola VG1110, British Virgin Islands  
Tel: (284) 494 3435  
Email: [jithomas@bviports.org](mailto:jithomas@bviports.org)

Bear the following identification:

- **"Request for Proposals Port Management Consultancy Services"**.

- The words **“DO NOT OPEN BEFORE 11:00 am on 21 May 2024”**.

7.3. It is the responsibility of the applicant to ensure that the proposal is received by the Ports Authority before the aforementioned submission deadline. **Late submissions will not be accepted for evaluation.**

7.3.1. Proposals must be submitted in accordance with Section 7 with documentary evidence (where applicable) that includes the following:

7.3.2. Form of Proposal as per attached **Form I. This form must be completed without any alterations to its format, and no substitutes shall be accepted;**

7.3.3. Curriculum Vitae;

7.3.4. General information on the tender as per attached **Form II: General Information;**

**This form must be completed without any alterations to its format, and no substitutes shall be accepted except the one provided.**

7.3.5. 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 individual or firm has participated in as per attached **Form III: Statement of Experience on Similar Assignments. This form must be completed without any alterations to its format, and no substitutes shall be accepted;**

7.3.6. List of existing client relationships that could potentially be considered a conflict of interest;

7.3.7. Financial Proposal to perform the services including hourly charge-out rates as per attached **Form IV: Cost Proposal Questionnaire. This form must be completed without any alterations to its format, and no substitutes shall be accepted;**

7.3.8. Tenderers are required to submit a valid business licence or equivalency as proof of authorization to operate a business in the area of the required expertise in its jurisdiction of operation:

7.3.9. Tenderers registered in the British Virgin Islands will be required to submit:

- (i) valid Certificates of Good Standing to the effect that the Tenderers have complied with the provisions and have fulfilled the obligations under the Social Security Act Ordinance, CAP. 266,
- (ii) Payroll Taxes Act No. 18. of 2004, Income Tax Ordinance CAP. 206; and
- (iii) National Health Insurance under the Social Security (Amendment) Act 2014 of the Laws of the Virgin Islands;

7.3.10. Tenderers registered in a jurisdiction outside of the British Virgin Islands will be required to provide equivalent certifications that demonstrate that they are in good standing with respect to taxes and any other statutory obligations required in the jurisdiction of operation;

7.3.11. Any other documentary evidence to establish credentials.

## 8. EVALUATION CRITERIA

8.1. The Technical Score will be determined in accordance with the following criteria:

8.1.1. Demonstrated competence of the tenderer to perform this assignment **(20 points)**;

8.1.2. Qualifications of the tenderer to undertake this assignment **(15 points)**;

8.1.3. Demonstrated experience of the tenderer in performing similar assignments in accordance with **Form III (35 points)**;

8.1.4. Adequacy of proposed methodology for implementing the assignment. **(30 points)**

8.2. The Financial Score will be determined in the following manner:

8.2.1. Only the information provided on **Form IV** will be used to determine the Financial Score;

8.2.2. Financial Scores for all tenderers will be determined based on the following formula:

$$F = \frac{30 \times \mu}{z}$$

where:

F = Financial Score for tender being evaluated

$\mu$  = price of the lowest Tendered Price

z = price of the tender being evaluated

8.3. The Total Evaluation Score will be determined as the sum of the Technical Score and Financial Score. The individual or entity achieving the highest Total Evaluated Score will be selected as the preferred bidder to engage in a contract to perform the Services.

## 9. OTHER CONDITIONS

9.1. The Ports Authority 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, the Ports Authority 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 tenderer/intending tenderer shall have any claim arising out of such action.

9.2. The Ports Authority 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.

9.3. The Ports Authority 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 Authority 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.

- 9.4. Participation by any party in this RFP pursuant to the invitation by the Ports Authority shall 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 the Ports Authority.
- 9.5. All documents and other information supplied by the Ports Authority or submitted by an Applicant to the Ports Authority shall remain or become the property of the Ports Authority. The Ports Authority will not return any application or any information provided along therewith.
- 9.6. The applicants shall bear all costs associated with the preparation and submission of its Proposal. The Ports Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- 9.7. Proposals must be submitted in accordance with Section 5 of this RFP. The Ports Authority shall not be responsible for the loss or non-receipt or delay in the receipt of any Proposals.
- 9.8. The address to be used for communication with Ports Authority regarding this RFP is:

Chairman of the Ports Authority  
Pasea Place  
Road Town  
Tortola VG1110, British Virgin Islands  
Tel: (284) 468-4243  
Email: [jjthomas@bviports.org](mailto:jjthomas@bviports.org)



**FORM I – FORM OF PROPOSAL**

Chairman  
BVI Ports Authority  
Road Town, Tortola VG1110  
British Virgin Islands

**REQUEST FOR PROPOSALS**

**Port Management Consultancy Services – British Virgin Islands Ports Authority**

Dear Chairman:

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

---

---

payable by the BVI Ports Authority.

2. The undersigned proposes to complete the assignment in six (6) to 12 months and in accordance with the Schedule.
3. We agree that the proper law of the Contract shall be the law 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 from submission of tender to completion of the project and settlement of the final account.
7. We accept that 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.

<b>Signed</b>	.....
<b>Name in BLOCK CAPITALS</b>	.....
<b>In the capacity of</b>	.....
<b>Duly authorized to sign tenders for and on behalf of:</b>	
<b>Name of Company</b>	.....
<b>Address</b>	.....
.....	
<b>Telephone No.</b>	..... <b>Facsimile No.</b> .....

## FORM II – GENERAL INFORMATION

Item	Tenderer's Information
Tenderer's name or registered name in the case of a firm:	
Tenderer's country of constitution	
Tenderer's year of constitution	
Tenderer's address or registered address (in the case of a firm) in the country of constitution	
Tenderer'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 tenderer; 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**

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

**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.**

<b>Component</b>		<b>Unit</b>	<b>Rate</b>	<b>Total</b>
1	Direct Professional Fees			
2	Reimbursable Expenses <sup>1</sup>			
	<b>Total Expenses</b>			

\*The charge-out rates applicable to this consultancy are as follows:

---

<sup>1</sup> Include a breakdown for arriving at Reimbursable Expenses

## FORM OF AGREEMENT

This **AGREEMENT** is made the ..... day of ....., 2024 BETWEEN the BRITISH VIRGIN ISLANDS PORTS AUTHORITY situated at the **Pasea Place** Administration Building, Road Town, Tortola VG1110, British Virgin Islands (hereinafter called the “Employer”) of the One Part and \_\_\_\_\_ (hereinafter called the “Consultant”) of the other part, both collectively referred to herein as the Parties as the context requires.

### WHEREAS:

1. The Employer is desirous that the Consultant perform Port Management **Consultancy Services** (hereinafter referred to the “Services”); and,
2. The Employer has accepted the Consultant’s cost proposal for provision of the Services in the sum of \_\_\_\_\_ (hereinafter called “the Contract Price”).

### NOW THEREFORE, IT IS AGREED 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 the 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 into 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.

Signed by **Roxane Ritter-Herbert**  
For and on behalf of  
The British Virgin Islands Ports Authority in the presence of:

---

Roxane Ritter-Herbert  
Chairman

---

Signature of Witness  
Name of Witness: \_\_\_\_\_  
Address of Witness: \_\_\_\_\_

---

Consultant

SIGNED by \_\_\_\_\_ acting for and on behalf of  
\_\_\_\_\_ to execute this Agreement

In the presence of:

---

Signature of Witness  
Name of Witness: \_\_\_\_\_  
Address of Witness: \_\_\_\_\_



**NOTARY CERTIFICATION**

**I HEREBY CERTIFY** that the above-named **Roxane Ritter-Herbert** appeared before me on the ..... day of....., 2024 and being known/identified to me acknowledged the above signature to be hers and that she had freely and voluntarily executed this instrument for and on behalf of the British Virgin Islands Ports Authority and understood its contents.

.....

Notary Public

**I HEREBY CERTIFY** that the above-named \_\_\_\_\_ appeared before me on the ..... day of ....., 2024 and being known/identified to me acknowledged the above signature to be his/hers and that he/she 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 the Ports Authority.

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. Reporting Obligations** 8.1 The Consultant shall submit to the Client the reports and documents specified in the RFP in the form, in the numbers and within the time periods set forth in said Agreement.
- 7. 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.
- 8. 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 accordance with the Agreement.
- 9. Mode of Billing and Payment** 11.1 The payments under this Contract shall be made in accordance with the payments provisions as will be set out in the Agreement.
- 11.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.
- 10. 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.

**11. 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.