

**REQUEST FOR PROPOSAL FOR  
THE PROVISION OF  
CONSULTANCY SERVICES  
FOR  
THE DEVELOPMENT OF  
A SPORT TOURISM MASTER PLAN (STMP)  
FOR  
TRINIDAD AND TOBAGO (2022 – 2030)**

**Tender No.: 2022001**

**ISSUE DATE: March 4, 2022**

**CLOSING DATE: March 25, 2022 @ 2:00 PM**

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***Request for Proposal for The Provision of Consultancy Services for the  
development of a Sport Tourism Master Plan (STMP for Trinidad and  
Tobago 2022 – 2030)***

Tourism Trinidad Limited  
Levels 18, Tower D, International Waterfront Complex  
1A Wrightson Road, Port of Spain,  
Trinidad & Tobago  
PBX: 1(868) 612-7412

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**RFP ACKNOWLEDGEMENT FORM**

*(Name and Address of Public Body)*

**ATTENTION: *Manager Corporate Services***

Dear Madam,

**Subject: Request for Proposal for the “*Provision of Consultancy Services, for the development of a Sport Tourism Master Plan for Trinidad and Tobago (2022 – 2030)*”**

We acknowledge receipt of the above referenced request for Proposal (RFP) and “will/will not” be submitting a Proposal by the due date.

We confirm that the Proposal that we will submit shall be valid for a period of **(one hundred and twenty (120) days)** from the closing date for the submission of the RFP.

Yours Faithfully

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

BLOCK LETTERS (PRINT)

All communications regarding this Request for Proposal should be sent to the undersigned who is responsible for our Tender.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Direct Tel No \_\_\_\_\_

BLOCK LETTERS (PRINT)

Title \_\_\_\_\_ Email Address \_\_\_\_\_

Company \_\_\_\_\_ Tel. No \_\_\_\_\_

Company \_\_\_\_\_ Mobile Tel \_\_\_\_\_

Address \_\_\_\_\_

The Tenderer shall submit the above Acknowledge Form to [rfp@visittrinidad.co.tt](mailto:rfp@visittrinidad.co.tt). Any Tenderer requiring clarification of the contents of these RFP Documents must notify the Tourism Trinidad Limited in writing to the following email address [rfp@visittrinidad.co.tt](mailto:rfp@visittrinidad.co.tt). Please note the deadline by which bidders may request further information in relation to the tender is **no later than three (3) working** days before the submission deadline.

*The checklist must align with the documents listed in Section 13: Proposal Requirements*

**Part A: Checklist of Documents to Accompany the Proposal**

Proponents are to place a tick in the checkbox for each item that is included in the Proposals

- Title Page
- Table of Contents
- Letter of Transmittal
- Company Profile
- Form 1A: Technical Proposal Form
- Form 2A: Work Experience
- Form 3A: Comments on the TOR
- Form 4A: Methodology and Workplan
- Form 5A: Proposed Project Plan / Time Schedule
- Form 6A: Team Composition and Task Assignments
- Form 7A: Curriculum Vitae
- Form 8A: Proponent’s Declaration Form
- Audited Financial Statements
- Client Reference Form
- Qualification Certificates
- Certification of Incorporation / Continuance / Registration
- Valid Income Tax Clearance Certificate (statutory requirement)
- Valid Value Added Tax Clearance Certificate (statutory requirement)
- Valid National Insurance Board Compliance Certificate (statutory requirement)
- Evidence of Insurance (e.g. Professional Indemnity)
- Documents indicating payment of taxes applicable to individual or partnership or joint venture (where applicable)
- Form 1B: Commercial Proposal Submission Form
- Form 2B: Summary of Cost (Price Schedule)
- Form 3B: Breakdown of price per activity.
- Form 4B: Breakdown of remuneration per activity.

Event	Date
1.) Issue of RFP <b>Publication NOTICE</b>	<b>March 4, 2022</b>
2.) Access to RFP Package (Link provided) <i>Section “C” refers</i>	<b>March 4, 2022</b>
3.) Deadline for Bid Submission	<b>March 25, 2022 @ 2:00 p.m</b>
4.) Virtual Opening of Bid- ( <i>link provided</i> )	<b>March 25, 2022 @ 2:30 p.m.</b>
5.) Evaluation of Responses	<b>March 28– April 1, 2022</b>
6.) Duration of Contract	<b>April 11 – September 17, 2022</b>

## **Part B: Instruction to Proponents**

### **1. INTRODUCTION**

The Tourism Trinidad Limited (hereinafter called the Company) is seeking to engage a suitably qualified Organisation, Firm or Joint Venture with which it can enter into a contract for the provision of Consultancy Services for the Development of a Sport Tourism Master Plan (STMP) for Trinidad and Tobago (2022-2030).

The Company invites proponents to submit a **Technical Proposal and a Commercial Proposal in separate sealed envelopes**. The Proposals will form the basis for contract negotiations and ultimately for a signed contract.

Proponents are responsible for examining with care all the documents and information provided in this Request for Proposal (RFP) and for informing themselves of all relevant conditions, which may affect their submission.

All costs incurred by the Proposer associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the Company.

### **2. PROPONENTS' REPRESENTATIVE**

Proponents must advise the Company's representative of the name, business address, telephone number and email address of an authorized individual who acts as the Proponent's representative for the purpose of this RFP.

### **3. CONFLICT OF INTEREST**

Proponent shall not have a conflict of interest. Proponent shall hold the Company's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Proponent shall not qualify for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Company.

Any Proponent found to have a conflict of interest with one or more parties in this RFP process shall be disqualified. A Proponent may be considered to have a conflict of interest with one or more parties in this RFP process if:

- a) It has, directly or indirectly, controlling shareholders or partners in common; or
- b) Its legal representatives are the same as or have a common party in their executive boards or management, or when the decision - making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
- c) It has a relationship, directly or through common third parties, that puts it in a position where they have access to information or can influence other Proposals or the decision of the Company regarding this RFP process; or

- d) It submits more than one (1) application for this RFP process; or
- e) It has participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the works or related services that are the subject of this RFP process.

In particular, any effort by Proponents to influence the Company in the process of examination, clarification, evaluation and comparison of Proposals will result in the rejection of the respective Proponent's bid.

In addition, proposals may be rejected if:

- i. The Proponent fails to provide the relevant documents requested in this RFP, which, supports its ability to complete the services, specified herein.
- ii. The Proponent has pending litigation, which may adversely affect its ability to provide the services contained in this RFP.

#### **4. WAIVER AND ALLOCATION OF RISK**

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. The Proponent who submits a Proposal is deemed to have released the Company from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this RFP or any such information as is described in this paragraph.

*A Proponent who submits a Proposal is deemed to have agreed that it is solely responsible for and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare and submit its Proposal.*

#### **5. CONFIDENTIALITY**

All information supplied by the Company in connection with this Request for Proposal shall be treated as confidential by the Proponent save for such information that may be disclosed so far as necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submissions of the Proposals.

All information supplied by Proponents in response to this Request for Proposal shall be treated as confidential by the Company, unless disclosure is required by law.

#### **6. MODIFICATION AND WITHDRAWAL OF BIDS**

Proponents may modify or withdraw their Proposals after submission provided that, the modification or notice of withdrawal is received in writing by the Company prior to the prescribed deadline for the submission of Proposals.

## **7. CHANGE TO PROPOSAL DOCUMENTS**

Any clarification or change to these Proposal Documents, prior to the Closing date specified herein will be made by written addenda issued by the Company, using the same media via which the original document was disbursed, as at the date the clarification or change was made.

The Company will not be held responsible for any interpretations made by Proponents of information received by any means other than by written addenda.

Each addendum, when issued, is to become a part of these Proposal Documents and each Proponent is required to acknowledge receipt of all addenda to the Company by email to [rfp@visittrinidad.co.tt](mailto:rfp@visittrinidad.co.tt).

## **8. CANCELLATION OF THE RFP PROCESS**

The Company reserves the right to cancel the RFP process in its entirety or even partially for any reason without defraying any costs incurred by any company/firm/joint venture/partnership/consortium. Notice of such cancellation, will be communicated to all participating firms.

## **9. BID REJECTION**

Notwithstanding, anything to the contrary which may be contained or implied in this RFP, the Company does not bind itself to accept the lowest Proposal and further reserves the right to reject any and/or all parts of any Proposal. The Company reserves the right to reject any Proposal, which is judged to be in violation of the spirit and intent of this RFP.

## **10. EVALUATION OF PROPOSALS**

Proposals received shall be subjected to a combination of pass/fail or yes/no and weighted evaluation criteria.

The evaluation of Proposals will be conducted in the following stages:

### **A. PRELIMINARY EXAMINATION**

#### **Document review**

Proposals received will be reviewed to ensure that all documents and information requested and that are applicable to the consultant (individual, partnership, joint-venture, company or other business arrangement) in the RFP are included in the submission. Incomplete submissions will be deemed non-responsive and will not be considered further.

Subsequent to the document review, the proposal will be examined to ensure that it satisfies the mandatory requirements of the RFP. These requirements must be satisfied before the RFP can advance to being evaluated under (B) below. The mandatory requirements are as follows:

**Mandatory requirements:**

- Submission of at least one (1) sectoral plan or national strategy that was developed for sport and/or tourism in the last seven (7) years with an accompanying action plan;
- Knowledge of sport tourism event planning and strategy execution – Provide evidence of successfully planning, managing and executing a sport tourism event (give synopsis of the event – approximately 500 words) and any supporting information for e.g. brochures, articles written, reports produced, testimonial letters from clients, postings on social media, etc.;
- Demonstrate understanding of the International Sport Tourism value chain in a diagrammatic or similar format; and
- Qualifications at the post graduate level or higher in tourism, sport, economics and/or related fields as identified in **Table 1 (3)(a)**.

**B. QUALIFICATIONS EVALUATION CRITERIA**

Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum criteria (as specified above) shall be evaluated against the following pre-determined evaluation criteria and scoring system.

Proponents are required to achieve a minimum score of not less than 50% of the points allocated for each evaluation criterion, as well as not less than 75% of the maximum score attainable, to be deemed technically qualified to be considered for the award of contract.

**Table 1: Evaluation Criteria and Scoring System**

No.	Qualification Criteria	Max Score	Min Score
1.	Sectorial development strategies or plans completed in the disciplines of sport and/or tourism. <ul style="list-style-type: none"> <li>a) Evidence of sectorial planning, analysis and development of the sport and/or tourism sectors, showing the nexus between sport tourism and real economic benefits <b>(12pts)</b></li> <li>b) A minimum of two (2) sectoral plans or strategies that were developed for sport and/ or tourism in the last six (6) years should be provided <b>(4 pts)</b></li> </ul>	16	50%
2.	Methodology - Adequacy of the proposed methodology and technical approach, including responsiveness of the detailed work plan for executing requirements of the Consultancy <ul style="list-style-type: none"> <li>a) Methodological approach to the assignment <b>(5 pts)</b></li> <li>b) Detailed work plan (strategies, tasks/activities, resources, and responsibilities for timely provision of deliverables, including the final STMP) <b>(25 pts)</b></li> <li>c) Planning documents (risk assessment, quality management) <b>(10 pts)</b></li> </ul>	40	50%



No.	Qualification Criteria	Max Score	Min Score
3.	<p>Qualifications and experience of the key personnel and supporting team to be assigned to the contract</p> <p>a) Primary consultant(s) possess recognised credentials (Master’s degree or higher) from accredited academic institutions in Tourism Planning, Tourism Development, Tourism Management; Sustainable Development, Economics, Sport Tourism Management, Sport Tourism Development, Physical Education, Sport Education, Sport Sciences, Sports Law or other related discipline. Qualifications will be evaluated based on a mix of:</p> <ul style="list-style-type: none"> <li>• Tourism related (3 pts)</li> <li>• Sport related (3 pts)</li> <li>• Economics related (2 pts)</li> </ul> <p>b) Demonstrated experience writing and presenting on issues relating to sectorial and niche tourism development (2 pts)</p> <p>c) Demonstrated experience developing complete and comprehensive sport and/or tourism strategies with dedicated action plans (2 pts)</p> <p>d) Evidence of successful execution of a large scale sport or tourism project or event (1 pts)</p> <p>e) The quantum and skills complement of personnel assigned to the project (as indicated by the Proponent) are sufficient to complete the required tasks within the specified time-frame (3 pts). These include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Technical Specialists in Market Research &amp; Analytics or Policy and Strategy Development</li> <li>• Demonstrated intelligence gathering capabilities and research skills for both quantitative and qualitative research purposes</li> </ul>	16	50%
4.	<p><b>Knowledge</b></p> <p>a) Demonstrated understanding of the state of the sport tourism sector in Trinidad and Tobago and the areas that require attention (3 pts)</p> <p>b) Thorough knowledge of sports law and all sporting disciplines in which Trinidad and Tobago is represented (nationally, regionally and internationally) (1 pts)</p> <p>c) Extensive knowledge of promotion, integrated sport tourism marketing and management of local, regional and international sporting events (3 pts)</p> <p>d) Demonstrated understanding of the International Sport Tourism value chain (3 pts)</p>	13	50%

No.	Qualification Criteria	Max Score	Min Score
	e) Knowledge of sport event planning and strategy execution (3 pts)		
5.	Financial Capacity of the Proponent	6	50%
6.	Client References (from three Clients)	9	50%
	<b>Total</b>	<b>100</b>	<b>75%</b>

### C. EVALUATION OF COMMERCIAL PROPOSALS

The Proposals of the Proponents that pass the qualifications evaluation stage (having earned at least the minimum attainable score of **50%** in each of the six (6) evaluation criterion, and at least **75%** overall) will be accepted for further evaluation. On completion of the qualifications evaluation, the Commercial Proposal of proponents that passed that stage of the evaluation process will be opened and evaluated. Proposals will not be returned to Proponents at the end of the procurement process.

The Commercial Proposal of all proponents that passed the qualification evaluation stage will be reviewed to ensure that all activities required in the scope of services were priced, and that there are no arithmetical errors in the Proponents' Commercial Proposals. In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

#### 11. NEGOTIATION OF CONTRACT

The Company reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked proponent to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for the Company to achieve best value for money. Negotiations will commence with the top-ranked proponent, then next ranked until a successful agreement is reached.

#### 12. AWARD OF CONTRACT

The contract will be awarded following successful negotiations with the top-ranked, or subsequent Proponent, deemed most competent, and capable of fulfilling the Company's requirements, including its internal approval process.

The successful Proponent and the Company shall make every effort to execute the award of contract within fourteen (14) days from the date of the Letter of Award.

Unsuccessful Proponents will be notified within fourteen (14) days after the award of contract.

#### 13. PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions/specifications given herein. The Technical Proposal Forms and Commercial Proposal Forms are to be completed, duly signed and/or notarised by the Proponent's Authorised Representative and submitted in the appropriately labelled Proposal envelopes.

## **A. Technical Qualification Proposal**

The Technical Proposal shall contain the following Forms, duly completed and where applicable signed and notarised by the Proponent's Authorised Representative, and other documents required to provide evidence of the Proponent's qualifications and experience:

1. Form 1A: Technical Proposal Submission Form
2. Form 2A: Work Experience
3. Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data, Services and Facilities to be Provided by the Company
4. Form 4A: Description of the Methodology and Work Plan for Performing the Assignment (The description should include strategies for managing the project's expectations, resources, budget and quality control measures. It should demonstrate the Proponent's understanding of the project and indicate how the items listed in Scope of Services will be completed)
5. Form 5A: Proposed Project Plan for completing the assignment
6. Form 6A: Team Composition and Task Assignments
7. Form 7A: Format of Curriculum Vitae (CV) for Proposed Key Professional to be assigned to the Project (Please complete as required. Do not complete with "See Attached Resume")
8. Qualification (academic, technical, training) certificates of proposed key staff
9. Form 8A: Proponent's Declaration Form
10. Brief Company Profile (if applicable)
11. Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act 1995, as amended
12. Certificate of Registration (if applicable)
13. Copy of Income Tax , Withholding Tax (if applicable) and Value Added Tax Clearance Certificate, valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue
14. Copy of National Insurance Scheme Compliance Certificate, valid as at the deadline date for submission of Proposals, or a letter of exemption from the National Insurance Board
15. Audited Financial Statements for the three (3) most recent financial years
16. Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto. *Refer to Form 8A – Proponent's Declaration Form*
17. Disclosure of any or all criminal or civil matters that the Proponent has had for the past ten (10) years. *Refer to Form 8A – Proponent's Declaration Form*
18. Any additional information the Proponent deems necessary.

## **B. Commercial Proposal**

The Proponent's Commercial Proposal shall detail an estimate of fees for the services to be provided which will form the basis of a fixed contract price between the parties. Fees for any additional projects and/or services must be mutually agreed upon in writing by the Proponent and the Company prior to the commencement of any such project and/or services.

#### **14. PREPARATION AND SUBMISSION OF PROPOSALS**

The Proponent shall bear all costs associated with the preparation and submission of its Proposal and the Company will in no way be responsible or liable for such costs, regardless of the conduct or the outcome of the evaluation process.

The Proposal submitted by Proponents and all correspondence and documents exchanged shall be written in the English Language.

The Proposal shall be signed by the Proponent or by his duly authorised representative. There shall be no erasures or correction fluid applied to the Proposal. All changes shall be “crossed off”, corrected and initialled by the Proponent’s duly authorised representatives.

Proposals should be as thorough and detailed as possible so that the Company may properly evaluate the proposer’s capabilities to provide the required services. **The Technical and Commercial Proposals shall be submitted in separate, sealed envelopes.**

##### **A. Technical Proposal Submission**

Proposers are required to submit the following items as a complete Technical Proposal:

- a) Title Page showing the RFP subject, the name of the Proposer’s firm, business address, telephone number, the name of a contact person, and the date.
- b) Table of Contents.
- c) Letter of Transmittal<sup>1</sup>.
- d) Checklist of documents submitted in the Proposal.
- e) The documents and completed forms listed in Section 13A: Technical Qualifications Proposal, above.

##### **B. Commercial Proposal Submission**

The forms listed below must be completed and submitted with the Proponent’s Commercial Proposal:

- 1) Form 1B: Commercial Proposal Submission Form
- 2) Form 2B: Summary of Costs (Price Schedule)
- 3) Form 3B: Breakdown of price per activity
- 4) Form 4B: Breakdown of remuneration per activity

(The information provided in these forms will provide a detailed estimate of the provision of the services, and the Proponent’s proposed payment terms.

#### **15. SUBMISSIONS AND DUE DATE**

The Proposer is required to submit (1) Original,<sup>2</sup> Four (4) Hard copies and One (1) PDF copy on a flash drive or other electronic media, of its **separate** Technical and Commercial Proposal, by **2.00 p.m. on March 25, 2022** addressed to:

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<sup>1</sup> Letter of Transmittal refers to a Cover Letter that accompanies the submission of the RFP

<sup>2</sup> Printed, signed and stamped, as appropriate

**Proposal – For the Provision of Consultancy Services for the Development of a Sport Tourism Master Plan for Trinidad and Tobago.**

**Chief Executive Officer**  
Tourism Trinidad Limited  
Level 18, Tower D  
International Waterfront Centre  
1A Wrightson Road  
Port of Spain.

The sealed envelopes should be labelled “TECHNICAL PROPOSAL”, “COMMERCIAL PROPOSAL”, “ORIGINAL” or “COPY”, as appropriate and clearly labelled to the back of EACH envelope with:

**[NAME OF PROPOSER]**  
**[ADDRESS]**  
**[CONTACT PHONE NUMBERS]**

The Dimensions of the Proposal Box’s slot opening is (6” x 15”). Proponents are asked to take account of these dimensions in the packaging of their Proposals and submissions can be packaged separately so that they fit in the Proposal box. Proposals that cannot be deposited into the designated Proposal box will not be accepted.

The Company may at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Proponents would be notified in writing and shall therefore be subject to the new deadline as extended. Late submissions will not be accepted or considered in any circumstances.

After the deadline for submission of Proposals, only Proposals marked ‘Technical Proposal’ shall be opened. All Proposals marked ‘Commercial Proposal’ shall remain unopened, be date-stamped and securely stored in a locked Tender Box and shall only be opened, in accordance with the guidelines set out in the solicitation documents.

Submissions may be withdrawn by bidders in keeping with the procedures in the solicitation document and shall be returned unopened to the Bidders. In this regard, envelopes marked ‘Withdrawal’ or ‘Withdrawn’ shall be read out and recorded, and proposals submitted by those firms shall remain unopened and set aside. The original and all copies of the bid will be returned unopened to the bidder.

Each envelope marked ‘Modification’ shall be opened immediately following the corresponding Proposal from the bidder making the modified submission.

**16. VALIDITY PERIOD**

Proposals shall be valid for a period not less than One Hundred and Twenty (120) Days from the closing date for the submission of Proposals. The Company in exceptional circumstances, reserves the right to request all Proponents to extend the validity period of their Proposals. Any Proponent who extends the validity period in compliance with the Company’s request will not be permitted to otherwise modify its Proposal.

## **Part C: Terms of Reference**

### **CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A SPORT TOURISM MASTER PLAN FOR TRINIDAD AND TOBAGO**

#### **1. BACKGROUND**

##### **(a) The Ministry of Tourism, Culture and the Arts**

The Ministry of Tourism, Culture and the Arts (MTCA) is the government agency charged with the development of the tourism, culture and arts portfolios in Trinidad and Tobago. Its mission with regard to tourism is to formulate policy and strategy and to guide, regulate, oversee and foster the sustainable development of the tourism sector. This is accomplished through effective public, private and community partnerships, in recognition of the interdisciplinary and service-oriented nature of the tourism industry, which necessitates broad participation. The principal responsibilities of the MTCA as it relates to tourism, include:

- i) provision of leadership and strategic direction in tourism and cultural development;
- ii) formulation of national tourism and cultural policies and sub-policies to guide tourism and cultural development in Trinidad and Tobago;
- iii) collaboration and supporting relevant Agencies, Organizations, Ministries, Statutory Boards and other Bodies, Associations and Community Groups on matters related to tourism and cultural development;
- iv) monitoring and evaluation of the performance of both the tourism and cultural sectors;
- v) monitoring the implementation of policies including the National Tourism Policy, the National Cultural Policy of Trinidad and Tobago and the National Cultural Recognition Policy, and ensuring that strategies and programmes are in sync with the NDS - Vision 2030 and other relevant national policies;
- vi) providing oversight of the operations of Tourism Trinidad Limited (the Company) and other relevant tourism and cultural entities;
- vii) building public awareness of tourism and culture among nationals through various media to re-orient attitudes towards both sectors;
- viii) provision of an enabling environment to support tourism and cultural development and growth<sup>3</sup>;
- ix) facilitating and monitoring the administration of tourism incentives and concessions in accordance with the Tourism Development Act, Chap. 87:22; and
- x) identification, development and implementation of relevant and appropriate legislative and regulatory framework for the tourism and culture sectors

The Government of the Republic of Trinidad and Tobago (GoRTT) is committed to facilitating the diversification and promotion of Trinidad and Tobago's tourism product. The Government Policy Frameworks (2015 and 2020) advocated for the sustainable development and promotion of sport tourism as part of the broader national effort to diversify the economy and improve

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<sup>3</sup> Other tourism entities covers agencies [to be] established in the respective regions, responsible for tourism development and management

tourism's contribution to the country's GDP.

In 2016, the Standing Committee for the Strategic and Sustainable Development of Tourism in Trinidad, developed The Tourism Road Map for Tourism Sector Development (2016-2020) for Trinidad which recommended a niche market approach for the development of the tourism sector in Trinidad. This Tourism Road Map highlighted sport tourism as one of the supporting niches for development of the tourism sector. The revised National Tourism Policy (2021-2030) highlights the development of sustainable tourism clusters and identifies sport tourism as a niche, in addition, the Sport Tourism Sub-Policy provides guidance for the development of the sport tourism niche market.

Further, the sustainable development and promotion of the sport tourism niche, as proposed in the Sport Tourism Sub-Policy, has been aligned to the National Development Strategy 2016 – 2030 (Vision 2030), and the United Nations Sustainable Development Goals (SDGs). This Sub-Policy is also aligned to the National Policy on Sport (2017 - 2027), which places emphasis on the themes “Sport Development” and “Sport for Development”.<sup>4</sup>

GoRTT has indicated in Phase 2 of the “*Roadmap for Trinidad and Tobago: Transforming to a New Economy and a New Society*” (2020) that as part of the post COVID-19 recovery strategy, the focus will be on building sport tourism, commercialisation of facilities and innovation through technology. Accordingly, the Sport Tourism Master Plan should address, inter alia, the following features for the strategic development of this niche:

- Strategically managed events across various disciplines (competitive and non-competitive) and demographics
- Development and marketing of regional competitions
- Bidding for regional and international sport events
- Hosting of international competitions and training camps
- Hosting of invitational meets and championships
- Hosting of category tournaments (age group, University, women)
- Development of a Sport Calendar to eliminate clashes of events and to optimise attendance and revenue at each event
- Identification of and planning for new and upcoming sports (including non-traditional, indigenous events) that have a high interest, and will attract locals, as well as visitors and foreign teams to our shores
- Creation of policies and procedures that seek to boost human resources and build the sport tourism sector

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<sup>4</sup>TTL of Sport and Community Development. National Policy on Sport (2017-2027) .Retrieved from <https://www.msya.gov.tt/whats-happening/sport/2018-03mar-19-tt-national-policy-on-sport-2017-2027>



## **(B) Background Of Tourism Trinidad Limited**

The Government of the Republic of Trinidad and Tobago (GORTT) has identified the development of the Tourism sector as a key enabler for sustainable economic growth and foreign exchange revenue generation for the country and deems it critical to a wider diversification strategy away from energy. In 2017 GORTT established Tourism Trinidad Limited (the Company) to advance the tourism sector in Trinidad through solid product development, promotion and marketing of Trinidad's tourism offerings, attracting tourism investment and driving education, awareness and co-operation, for the advancement and diversification of the economy.

Tourism Trinidad Limited was incorporated in Trinidad and Tobago on June 29th, 2017. The organisation was born out of the strategic need to separate the product offering of our two islands, so that greater focus is placed on each island's destination strengths and target markets.

The Company has been mandated to:

1. Develop and market of Trinidad's tourism offerings;
2. Lead and facilitate the marketing and promotion of Destination Trinidad internationally;
3. Take the lead in attracting tourism investment in Trinidad;
4. Promote education, awareness and cooperation in advancing economic expansion through tourism;
5. Encourage a tourism friendly approach through well-defined and coordinated marketing strategies, inclusive of social media and other technology-based platforms.

It is therefore our aim to deliver a positive and unforgettable Destination Trinidad experience (via solid destination product development and compelling marketing), as a means of diversifying our economy.

## **2. OBJECTIVES OF THE REQUEST FOR PROPOSAL**

The Company for and on behalf of the Government of the Republic of Trinidad and Tobago (GoRTT), proposes to engage a Consultant to develop a *Sport Tourism Master Plan for Trinidad and Tobago (STMP) for the period 2022 – 2030* which will position Trinidad and Tobago as a leading sport tourism destination.

The objectives of the Consultancy are inter alia:

- To provide guidance and direction for the strategic development and growth of the sport tourism niche ;
- To prescribe tried and tested as well as innovative strategies for improving the standards and quality of the sport tourism product;
- To establish and present a collaborative approach to sport tourism planning and development to ensure contextual relevance and stakeholder buy-in;
- To provide recommendations on how best to manage sport tourism resources in order to stimulate growth and sustain revenue generation;
- To ensure sustainable development of the sport tourism industry, taking into account

- the economic, environmental and socio-cultural impacts of sport tourism; and
- To develop a clear path for effective implementation, monitoring and evaluation of the STMP.

### 3. SCOPE OF SERVICES

#### **Consultancy Services for the Development of a Sport Tourism Master Plan for Trinidad and Tobago (2022-2030)**

The Consultant will collaborate with the Company, the Tobago House of Assembly (THA), the Ministry of Sport and Community Development (MSCD) and their implementation agencies, all other relevant Ministries and agencies, as well as other key stakeholders within the sport and tourism sectors as identified by the Company in collaboration with the MSCD. In addition to the execution of the required collaboration with stakeholders, the Consultant shall;

- (i) Develop a full project plan which includes, *inter alia*, the strategies, tasks/activities, resources, responsibilities, duration and timelines including delivery of reports and the final STMP. The STMP must include an **implementation plan, monitoring and evaluation plan, communication plan and budget schedule**. Further, the STMP shall contain, *inter alia*:
  - a. Forecasts and targets for sport tourism sector development and growth for period 2022 to 2030 by region in Trinidad and Tobago based on empirical data analyses. Suggested areas include, but are not limited to:
    - Types of sport tourism events, sport tourism conferences, sport tourism workshops, sport tourism trade shows; etc.
    - Types of international sport training camps;
    - International tourists arrivals whose purpose of visit is sport (participants and spectators);
    - International visitor expenditure of participants and spectators who participate in or observe sporting events;
    - Capital Expenditure – capital infrastructure or upgrades undertaken as result of hosting sport events (domestic and international);
    - Types of tours and destination packages targeting sport spectators and participants;
    - Categories of Human Resources: qualified technical, support and administrative sport personnel employed in the sport tourism industry;
    - Types of jobs; temporary and full-time, and internships generated in sport tourism; and
    - Activities related to volunteerism in sport tourism.
  - b. A framework for identifying and classifying sport tourism events (inclusive of mass participation events) based on their value potential, for example, either direct Return on Investment (ROI) from sport tourist arrivals and visitor spend or indirect media equivalency to boost the destination profile through marketing and broadcast reach. The Consultant will also be responsible for developing a framework with relevant

- performance metrics for evaluating and quantifying the impact of events within each of the aforementioned categories, within their appropriate contexts;
- c. Recommendations on the ideal mix of the different types of events to ensure maximum benefits for the destination and sport tourism stakeholders;
  - d. An assessment of the potential of the various sporting disciplines and recommendations for an appropriate mix of established and emerging sports niches and mass participant events for further development. The framework used in conducting the assessment must be included for reference;
  - e. A list of priority programmes and projects for sport tourism development and growth for the period 2022 to 2030;
  - f. A priority listing for investment in sport events that are ideal for broadcasting, together with appropriate strategies for obtaining maximum media reach and capitalising on targeted marketing. Priority assignments shall take into account economic (cost-benefit) factors of sport production and broadcasting to ensure that costs are justifiable and resources are utilised wisely;
  - g. Recommendations on other key areas for sport tourism investment, including those that facilitate the overall supporting infrastructure (accommodation, ICT infrastructure, etc.);
  - h. Recommendations for the development (short, medium and long-term) of sport tourism niche markets (core and supporting) based on an assessment of existing and potential niche markets in relation to international sport tourism/travel trends and customer preferences;
  - i. Detailed demographic profile of sport tourists within niche markets to ensure the maximisation of ROI from targeted marketing campaigns;
  - j. Recommendations for addressing key issues and challenges facing the sport tourism sector and clusters/zones within the sector, with a view to, inter alia:
    - improving sector efficiency;
    - improving competitiveness and performance;
    - improving the standards and quality of the sport tourism product;
    - strengthening linkages with other related sectors;
    - providing an enabling environment that attracts and stimulates investment;
    - embracing cutting edge Information Communications Technology (ICT) and the digitalisation of the sector;
    - fostering entrepreneurship and local production; and
    - facilitating cultural exchanges.

*Note: All proposed solutions to the issues and challenges identified must ensure that the sector remains sufficiently adaptable and flexible to contend with any development in sport tourism trends;*

- k. A detailed stakeholder analysis to identify stakeholders throughout the sport tourism value chain and their contribution to the overall sport tourism product;
- l. A comprehensive list of the key agencies and their business profiles that can assist in the planning, development and management of sport tourism with clearly designated roles and responsibilities for each agency;

- m. Recommendations including strategies on how best to manage sport tourism resources in order to stimulate growth and sustain revenue generation from the sport tourism industry, in the context of the growth and regional development of the broader tourism sector. Recommendations must be supported by research, address issues raised during stakeholder consultations and be appropriate for the local context. The proposed system for managing these resources must also ensure that the right balance is maintained, especially as it relates to the economic, environmental and socio-cultural impacts of sport tourism; and
  - n. Recommended sources of investment funding, together with recommendations for addressing challenges associated with accessing such funds.
- (ii) Undertake consultations (virtual and otherwise) with relevant sport and tourism stakeholders and prepare a report from the findings of the consultations. This report shall contain, inter alia:
- a. Issues, concerns, risks and challenges raised by stakeholders and responses to address same;
  - b. Recommendations and suggestions from stakeholders for advancing the STMP;
  - c. Stakeholder discussions on unique, organic events that can be developed within a 3 to 5 year horizon. The Consultant should also provide recommendations on viable events based on their own assessment, including Investment Appraisals for selected innovative events, indicating the required investment associated with its development and the expected ROI;
  - d. Recommendations including strategies on how to engage and improve the performance of service providers throughout the sport tourism value chain in a manner that will increase visitor satisfaction and redound to the benefit of the sport tourism industry.
- (iii) Deliver presentations of the final STMP to Tourism Trinidad Limited, MSCD, SporTT, THA and other tourism and sport stakeholders.

#### **4. DELIVERABLES, SCHEDULE & INSTITUTIONAL ARRANGEMENTS**

The Consultant shall commence work as soon as practicable after the effective date of the Agreement with the Company. The Consultant will undertake the assigned tasks and responsibilities under the direct supervision of the Chief Executive Officer of the Company or his/her designate.

Within fifteen (15) calendar days of the execution date of the Agreement, the Consultant will present to the Chief Executive Officer an Inception Report including a detailed workplan, the latter shall prescribe a clear strategy, timeline and assigned responsibilities for execution of the identified work and a draft outline of the STMP. During the aforementioned fifteen (15) days, the Consultant will be required to attend a meeting with the Review Committee established by the Company to agree upon the finalisation of the workplan. Subsequently, the Consultant will also be required to present the first, second and final drafts of the STMP at meetings arranged by the Company.

Note: A Review Committee will oversee the deliverables of this Consultancy.

**KEY DELIVERABLES AND TIMEFRAMES FOR THE REVISION OF THE SPORT TOURISM MASTER PLAN**

<b>DELIVERABLES</b>	<b>TIMEFRAME (CALENDAR DAYS) AFTER EFFECTIVE DATE OF AGREEMENT</b>	<b>% PAYMENT UPON SATISFACTORY COMPLETION</b>
<p><b>INCEPTION REPORT INCLUSIVE OF DETAILED WORKPLAN AND DRAFT OUTLINE STMP –</b>                      The Report should include but not limited to the provision of in-depth details of the proponent’s approach and methodology, strategy for data collection and analysis, team deployment plan and work plan. The workplan should include a detailed schedule of all activities, including milestones, resources to be applied, project meetings, progress reports, stakeholders’ reports and final reports, including the delivery of the Sport Tourism Master Plan. An outline of the Sport Tourism Master Plan indicating the layout with broad headings and proposed content for each section should also be supplied.</p>	<b>15</b>	<b>10</b>
<p><b>FIRST DRAFT OF THE STMP –</b> This shall contain the background and situation analysis sections of the STMP (i.e. results and analyses of all background research and literature, inclusive of, inter alia, tourism performance, sport tourism performance, state of the sport tourism industry, source and niche markets, and forecasts and targets).</p>	<b>55</b>	<b>10</b>
<p><b>SECOND DRAFT OF THE STMP INCLUSIVE OF STAKEHOLDERS’ CONSULTATION REPORT –</b> This second draft of the STMP shall contain all relevant sections completed, including the feedback and recommendations received from stakeholders and the Company’s Review Committee. The Stakeholders’ Consultation Report shall include inter alia: the stakeholders / organisations that were engaged, the meeting dates, the content of</p>	<b>110</b>	<b>35</b>

<b>DELIVERABLES</b>	<b>TIMEFRAME (CALENDAR DAYS) AFTER EFFECTIVE DATE OF AGREEMENT</b>	<b>% PAYMENT UPON SATISFACTORY COMPLETION</b>
the discussions, issues and concerns raised and how these were addressed, risks and challenges identified, and recommendations and suggestions from stakeholders in advancing the STMP.		
<b>FINAL STMP AND PRESENTATION –</b> inclusive of the Final STMP, the implementation plan, the monitoring and evaluation plan, communication plan and a budget schedule for the STMP	<b>160</b>	<b>45</b>

**THE PROJECT IS NOT EXPECTED TO EXCEED 160 CALENDAR DAYS.**

**TOURISM TRINIDAD LIMITED PROVISIONS**

The Company will provide the Proponent with the following:

1. Sport Tourism Sub-Policy
2. Revised National Tourism Policy (2021-2030)
3. National Policy on Sport (2017-2027)
4. Access to historical and current statistical data housed at the Company as it relates to sport tourism
5. Contacts within the respective Ministries and Agencies as it relates to tourism and sport for the conduct of interviews, focus groups, etc.

**Part D: Draft Contract Framework**  
**REPUBLIC OF TRINIDAD AND TOBAGO**

THIS CONTRACT (hereinafter, together with all the appendices attached hereto and forming an integral part thereof, called “the Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord Two Thousand and Twenty One BETWEEN \_\_\_\_\_, CEO, Tourism Trinidad Limited, which expression shall mean and include the person or persons for the time being carrying on the duties of CEO, Tourism Trinidad Limited, Level 18, Tower D, International Waterfront Complex, 1A Wrightson Road, Port of Spain, acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called “the Company”) of the One Part AND \_\_\_\_\_ (the Consultant), having its registered office located at \_\_\_\_\_ (hereinafter called “the Consultant”) of the Other Part.

**WHEREAS:**

- (i) The Company wishes to have a Consultant develop a Sport Tourism Master Plan for Trinidad and Tobago.
- (ii) In order to ensure adherence to the principles of good governance contained in the Public Procurement and Disposal of Public Property Act, Act No. 1 of 2015 and the standard competitive tendering processes of the Central Tenders Board Act, Chapter 71:91 and its amendments supplemented by sundry Circular Memoranda issued by the Ministry of Finance from time to time, the Company by Request for Proposal invited proposals for the provision of the Services.
- (iii) The Company accepted the Contractor’s proposal (inclusion of Consultant’s proposal).
- (iv) The Contractor has represented to the Company that it has the requisite technical qualifications, capability, experience and resources to carry out the Services to the satisfaction of the Company and is willing to do so upon the terms and conditions set out in this Contract.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. The Company HEREBY APPOINTS the Consultant and the Consultant HEREBY ACCEPTS THE APPOINTMENT to act as Consultant to execute the performance of the Services in conformity with the terms of this Contract.

**2. APPENDICES TO CONTRACT**

The following Appendices shall be deemed to form an integral part of this Contract:

- Appendix 1: Request for Proposal
- Appendix 2: Consultant’s Proposal
- Appendix 3: Letter of Award dated [\_\_\_\_\_]

Where any conflict arises between this Contract and any of its Appendices, this Contract shall take precedence. Where such conflict arises out of written modification of this Contract by the Parties, as provided by Clause 3 herein, such modification will take precedence with regard to the issue or matter which it sought to modify.

### **3. TERM**

The Consultant shall perform the Services within 160 days commencing from **April 11, 2022 and ending on September 17, 2022** or any other period as may subsequently be agreed by the Parties in writing.

### **4. MODIFICATION**

Modification of the terms and conditions of this Contract, including but not limited to any modification of the Services or the Contract Price, may only be made by written Contract between the Parties.

### **5. PAYMENT**

#### ***A. Schedule of Payments***

5.1. In consideration of the due performance and satisfactory completion of the Services by the Consultant, the Company shall pay to the Consultant the total contract sum of \_\_\_\_\_ to be paid only in manner described in the Payment Schedule hereunder:

#### ***B. Payment Conditions***

5.2. Each and every Payment identified within the Payment Schedule, will be made by the Company to the Consultant subject to the Company's receipt of a certified invoice(s)/payment certificate(s) from the Consultant upon satisfactory completion of the deliverables. The Company shall not be liable for any expenses incurred by the Consultant, in any manner, without the prior written approval of the CEO and or any duly designated Company officer.

5.3 Notwithstanding the aforesaid, the Company reserves the absolute right to retain such portion/all of the fees to be paid, as necessary (to be determined by the Company), with respect to the Services performed, to be applied against any unsatisfactorily or deficient services or the result of any unsatisfactorily or deficient services performed by the Consultant and/or its servants and agents.



## **6. PROJECT ADMINISTRATION**

The Company designates \_\_\_\_\_ as its Project Coordinator. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the Company, and for receiving, certifying and securing the approval of invoices for payment under this Contract.

## **7. DELIVERABLES**

- 7.1. The deliverables listed in the Appendices \_\_\_ shall be submitted within the period stated therein on the dates set out in the Activity and Time Schedule agreed to by the Parties, said Schedule being attached hereto, as **Appendix #\_\_**.
- 7.2 Notwithstanding Clause 7.1 above, the Parties may agree, in writing, to extend the time and dates for the submission of the deliverables listed in the Proposal.
- 7.3 It is expressly understood between the Parties that the opinions and recommendations of the Consultant obligate neither the Client, the GoRTT nor its representative who reserve the right to put forward such observation or exceptions as they deem appropriate.

## **8. INDEPENDENT CONSULTANT**

This Contract does not constitute a hiring by the Company and the Consultant shall have the status of an independent contractor vis-à-vis the Company and nothing contained in or relating to this Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. This Contract shall not be considered or construed to be a partnership or joint venture. The Company shall not be liable for any obligations incurred by the Consultant unless specifically authorised in writing. The Consultant shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorised to do so in writing. The Consultant shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed on the Consultant in respect of this Contract.

## **9. INTELLECTUAL PROPERTY**

- (a) Any and all copyright, trademarks and other intellectual property rights that are created as a direct result of the performance of the Services by the Consultant under this Contract shall be deemed to be assigned absolutely in perpetuity to the Company.
- (b) In the event that any third-party intellectual property rights are used in the provision of the Services, the Consultant will obtain the necessary consents, approvals and licenses for use of same by the Parties.
- (c) All documents of whatever nature provided by the Company to the Consultant in connection with the Services shall remain the intellectual property of the Company, but

the Consultant shall have use, or use the documents for purposes relating to the provision of the Services *only*. The Consultant shall not be entitled to make use of any Company documents provided for the carrying out of additional or similar work on or for any other project, works or brief unrelated to the provision of these Services, without the express written approval of the Company. All documents provided by the Company to the Consultant pursuant to this Contract shall remain the property of the Company and shall be returned to the Company by the Consultant upon the completion of the Services.

- (d) The Consultant shall not publish either jointly or severally with any other person any article, photograph or other document/illustration (on social media or otherwise) relating to the provision of the Services without the express permission of the Company, such permission to be in writing.

## **10. OWNERSHIP OF MATERIAL AND PROPRIETARY RIGHTS**

Any documents, studies, recorded data, reports or other material, graphic, software or otherwise (incidental or derivative works), prepared by the Consultant for the Company pursuant to this Contract shall belong to and remain the property of the Company in perpetuity. None of the said documents, studies, recorded data, reports or other material, graphic, software or otherwise (incidental or derivative work) shall be used by the Consultant, after the determination/expiration of this Contract, without the express written consent of the Company.

## **11. PERFORMANCE STANDARDS**

- 11.1 The Consultant undertakes to perform the obligations and the Services, as more particularly set out in Appendices herein, faithfully, industriously and in accordance with the highest standards of professional and ethical competence and integrity.
- 11.2 In carrying out the Services entrusted to it, the Consultant shall endeavour to find and implement the technical and economic solutions best suited to the requirements of the Services and shall endeavour to be prompt in the execution of all its obligations under this Contract.

## **12. GENERAL OBLIGATIONS**

- 12.1 The Consultant shall ensure that any representatives of the Company who are identified to the Consultant are afforded the opportunity to preview any and all documentation related to the execution of the Services and make comments and recommendations conveying same, in writing, to the Consultant in order to ensure that the Services undertaken by the Consultant optimally meet the requirements of the Company.
- 12.2 The Consultant shall attend any meetings at the offices of the Company that are requested by the Company and ensure the integrity and quality of its on-line video

conference(s) and/or conference call(s) or any other electronic communication means expressly approved by the Company.

- 12.3 Changes in Personnel or reporting relationships shall only be permitted with the written authorisation of the Company. Replacement Personnel shall have the same or superior knowledge, skills, qualifications and experience of any proposed replacement Personnel shall be furnished to the Company. Any such approval shall, in no way, relieve the Consultant of its contractual obligations.

### **13. COMPLIANCE WITH INSTRUCTIONS**

The Consultant shall, at all times, comply with all instructions/directives of the Company regarding the requirements of the Company under this Contract.

### **14. PROHIBITION OF CONFLICTING ACTIVITIES**

#### **14.1 Prohibition of Conflicting Activities**

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any conflict of interest (personal, business or professional or otherwise) which would undermine or infringe upon the provision of the Services or otherwise conflict with the activities assigned to them under this Contract. The Consultant will promptly inform the Company of any activity and further hereby agrees, to disclose to the Company, any other facts of which the Consultant becomes aware, which might in the exercise of good faith and judgment, reasonably be expected to involve or give rise to a conflict of interest or potential conflict of interest.

#### **14.2 Consultant not to Benefit from Commissions Discounts**

The remuneration of the Consultant pursuant to this Contract constitutes the Consultant's sole remuneration in connection with this Contract or the Services hereof. The Contractor shall not accept for its own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any personnel, employees and agents shall not receive any such additional remuneration.

### **15. CONFIDENTIALITY**

- 15.1. The Consultant, its staff, personnel, employees, agents/affiliates and hereby agree to maintain the strictest secrecy and confidentiality *vis-à-vis* the Services during the term of this Contract and thereafter and shall not use for its purposes any information, data or documents acquired or brought to his notice during the performance of the Services; nor without the prior written consent of the Company disclose to a third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature which may become

known to the Consultant such party from the Company or any of its personnel, employees, agents or other affiliates.

15.2 The restriction at Clause 15.1 above shall continue to apply after the completion of the Services without any time limit but shall cease to apply to such information or knowledge which has in entirety become public knowledge otherwise than through any unauthorised disclosure or other breach on the part of the Consultant of the said restriction.

15.3 The Consultant may not refer to the Company in any publicity or advertising material without first obtaining the Company's written consent.

## **16. INDEMNIFICATION**

16.1 The Consultant shall defend, indemnify, protect and save harmless the Company and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Consultant, its agents, employees and representatives in the performance of services, including but not limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

16.2 The Consultant shall reimburse the Company for any cost incurred by the Company to correct or modify any of the services submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Contract and all works resulting from and related to such of the services submitted by the Consultant as are found to be defective or not in accordance with the provisions of the Contract.

## **17. PROVISION OF SERVICES AND FACILITIES**

The Company shall:

- a) provide the Consultant with all information that is to be part of, or assist in the performance of the Services, once it is capable of so doing;
- b) provide any and all instructions to the Consultant, giving the Consultant a minimum of two (2) calendar days to so comply.

## **18. FORCE MAJEURE**

18.1 The failure of a Party to fulfil 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.

18.2 If the performance of the Contract or any obligation under it is prevented, restricted or interfered with by reason of the following circumstances which are deemed by these presents to be beyond the reasonable control of the party obliged to perform it, including but not limited to as fire or other causality, Act of God, dangerous infectious diseases, strike or labour dispute (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), war, civil disorder, or any law, order or requirement of any government agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from performance to the extent of the prevention, restriction or interference. Where the Party so affected is the Consultant, the Consultant shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Contract with the utmost dispatch whenever such causes are removed or diminished subject to the written directives of the Company.

## **19. ANTI-CORRUPTION**

19.1 Neither the Company, nor any director or officer, nor, to the Company's knowledge, any affiliate, employee, agent or representative of the Company or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government official including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office to influence official action or secure an improper advantage.

19.2 The Company and/or its affiliates have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

## **20. TERMINATION**

20.1 The Company may terminate the Contract forthwith by notice in writing to the Consultant if the Consultant is in default of any of its obligations hereunder and such default remains unremedied within seven (7) calendar days of the date of receipt of the notice thereof from the party not in default. Following any such termination of this Contract, the Consultant shall indemnify the Company against any direct commercial loss that is associated with the relevant deliverable as a result of the Consultant's breach of any of its duties or obligations under this Contract.

20.2 The Company may, in exercise of its sole discretion, at any time prior to the end of this Contract and for any reason whatsoever, terminate this Contract for convenience, upon not less than twenty (20) days prior written notice to the Consultant.

20.3 Upon termination by either party pursuant to Clause 19.3 or 19.8, the Company shall pay to the Consultant (i) all fees, duly assessed by the Company, as payable for deliverables accepted by the Company to date of such termination, (ii) all fees, duly assessed by the Company, as payable for the work-in-progress, as demonstrated to the satisfaction of the Company, on a time and material basis; and (iii) such other costs of the Consultant, duly assessed by the Company and demonstrated to the Company's satisfaction to be directly related to the winding down of the Services which are being terminated.

20.4 The Company may terminate this Contract forthwith:

20.4.1. If the Consultant is declared bankrupt, or a receiver or administrative receiver is appointed in respect of the Consultant's property or the Consultant takes advantage of any law for the benefit of debtors or goes into liquidation;

20.4.2 If the Consultant submits to the Company a statement which has a material effect on the rights, obligations or interests of the Company/GoRTT and which the Consultant knows to be false;

20.4.3 If the Consultant or its agents are found to be guilty of any conflict of interest, fraud, dishonesty and misconduct or engages in any illegal, immoral or unusual activity or otherwise breaches or violates any of the Laws of the Republic of Trinidad and Tobago;

20.4.4 If the Consultant takes or suffers any action or engages in any conduct which in the Client's opinion brings the Client or the GoRTT into disrepute or is prejudicial to the Client's interest and/or reputation;

20.4.5 If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 28.3 hereof;

20.4.6. If the Consultant takes or suffers any action or engages in any conduct which in the Company's opinion brings the Company or the GoRTT into disrepute or is prejudicial to the Company's interest and/or reputation; or

20.4.7 As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

20.5 The Consultant may only terminate this Contract for "Good Reason" by not less than thirty (30) days' written notice to the Company. For the purposes of this Contract, Good Reason shall mean a breach by the Company in any material respect of any material provision of this Contract which breach has not been cured within thirty (30) days after delivery of notice of such non-compliance that has been given by Consultant to the Company.

20.6 The Consultant, its employees and/or agents and/or affiliates (or its personal representatives) shall, upon the termination of the engagement, immediately deliver up to the Company all correspondence, documents, specifications, papers and property belonging to the Company, which may be in the Consultant's possession or under its control.

20.7 Further to Clause 19.6, upon termination of this Contract by notice of either Party to the other, the Consultant shall also, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

## **21. INSURANCE**

The Consultant will be responsible for taking out any appropriate insurance coverage in respect of its obligations under this Contract.

## **22. CONSULTANT'S ACTIONS REQUIRING THE COMPANY'S PRIOR APPROVAL**

The Consultant shall obtain the Company's prior approval in writing before taking any of the following actions:

- (a) entering into a sub-contract for the performance of any part of the Services, it being understood that:
  - i. the selection of a Sub-Consultant and the terms and conditions of the sub-contract shall have been approved in writing by the Company prior to the execution of the sub-Contract, and
  - ii. the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- (b) modifying the scope of deliverables under this Contract; and
- (c) modifying the Terms of Reference under this Contract.

## **23. ERRORS AND OMISSIONS**

The Consultant will correct any errors or omissions regarding the Services that are brought to its attention within four (4) months after the Services are completed. Such corrections will be made at no additional charge to the Company. The acceptance of the Services by the Company shall not relieve the Consultant of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant of its liability resulting from errors or negligence.

## **24. ASSIGNMENT**

Further to Clause 21 herein, the Consultant shall not assign this Contract or sub-contract any portion of it without the Company's prior written consent.

## **25. LAW GOVERNING CONTRACT**

The respective rights, privileges, duties and obligations of the Parties under this Contract shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

## **26. SURVIVAL OF PROVISIONS**

Clauses 9, 10 and 15 of this Contract and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

## **27. WAIVER**

Failure or neglect by the Company to enforce at any time any of the provisions of this Contract shall not be construed nor shall be deemed to be a waiver of the Company's rights nor in any way affect the validity of the whole or any part of this Contract nor prejudice the Company's rights to take subsequent action.

## **28. NOTICES**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following addresses, which may be changed by notice:

**Chief Executive Officer**  
Tourism Trinidad Limited  
Level 18, Tower D  
International Waterfront Centre  
1A Wrightson Road  
Port of Spain.  
(Insert CEO's or alternative email here)  
The Consultant:  
<to be inserted>

## **29. DISPUTE RESOLUTION**

### **29.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **29.2 Mediation**

Any dispute between the Parties as to matters arising out of or in connection with this Contract which cannot be amicably settled within thirty (30) days after the receipt by any Party of the other Party's request for such amicable settlement, shall be first referred



to mediation by a Certified Mediator appointed by both Parties and in accordance with the Mediation Act, Chapter 5:32. Any amicable resolution between the Parties pursuant to the Mediation process, shall be the subject of a mutually executed Mediation Contract.

29.3 Right to Arbitration

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after the Parties entered into a Mediation Contract or where mediation proved futile, may be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Act, Chapter 5:01 of the Laws of the Republic of Trinidad and Tobago or any statutory modification(s) thereof for the time being in force.

IN WITNESS WHEREOF \_\_\_\_\_, CEO, Tourism Trinidad Limited, has hereunto set his hand the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and \_\_\_\_\_, POSITION, has hereunto set his hand for and on behalf of (the Consultant) this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

30. SEVERABILITY

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the Court’s opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and contract of the Parties herein set forth.

Signed by:  
For and on behalf of the  
**Tourism Trinidad Limited**  
In the presence of:

.....

.....

Witness

.....

.....

Address

.....

.....

Occupation

Signed by:  
For and on behalf of the  
**(Consultant)**  
In the presence of:

.....

Witness

.....

Address

.....

Occupation

## **Part E: Forms**

### **A. Forms - Technical Proposal**

- Form 1A: Technical Proposal submission form.
- Form 2A: Proponent's Work Experience
- Form 3A: Comments and suggestions of Proponents on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- Form 4A: Description of the methodology and Work Plan for performing the assignment.
- Form 5A: Proposed Project Plan / Time schedule for completing the assignment
- Form 6A: Team composition and task assignments.
- Form 7A: Format of Curriculum Vitae (CV) for proposed key personnel.
- Form 8A: Proponent's Declaration Form
- Appendix I RFP Acknowledgement Form
- Appendix 2 Client Reference Form

**Note:** The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. In addition, the Proponent may include any other form(s), which in his opinion will assist in presenting, clearly and concisely, pertinent information relevant to the Work Plan and time schedule. ***Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being considered, or not achieving maximum scores during the evaluation of Proposals.***

**FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: (Client Organisation)

Sir:

We, the undersigned, offer to provide Consultancy Services for the Development of a Sport Tourism Master Plan in accordance with your Request for Proposal dated [\_\_\_\_\_].

We are hereby submitting our Proposal which includes this Technical Proposal, and a Commercial Proposal sealed under a separate envelope.

In submitting our Proposal we affirm that we are in agreement with the terms and conditions of the Instructions to Proponents outlined in the RFP documents.

If negotiations are held during the period of validity of the Proposal of one hundred and twenty (120) days, we undertake to negotiate on the basis of [\_\_\_\_\_]. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Address:

**FORM 2A: PROPONENT’S WORK EXPERIENCE**

**Relevant Services Carried Out in the Last Three Years  
That Best Illustrate Qualifications**

Using the format below, provide information on assignments of similar nature and complexity completed by your firm/entity i.e. three (3) contracts for the Development of a Sport Tourism Master Plan (or similar document) over the past five (5) years. Proponents are advised that all fields must be completed, as the information provided therein is required to ensure the achievement of maximum points during the evaluation of Proposals.

<b>Contract of similar size and nature</b>	
<b>Contract Name</b>	
<b>Award Date</b>	<b>Completion Date</b>
<b>Total Contract Value</b>	
<b>Client information</b>	
<b>Client Name</b>	
<b>Client Address</b>	
<b>Contact Name (Client Representative)</b>	
<b>Telephone (Fixed and Mobile)</b>	
<b>Email</b>	
<b>Description of contract similarity</b>	
<ul style="list-style-type: none"> <li>- Description of services provided</li> <li>- Contract Duration</li> <li>- Number of professional and support staff assigned to the engagement</li> <li>- Proposed and actual start and end dates</li> <li>- Contract variance (amount and reasons)</li> </ul>	

**FORM 3A: COMMENTS AND SUGGESTIONS OF PROPONENTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE COMPANY**

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On the Terms of Reference:

- 1.
- 2.
- 3.

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

- 1.
- 2.
- 3.
- 4.
- 5.

**FORM 4A. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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*(Use additional sheets if necessary)*

**FORM 5A: PROPOSED PROJECT PLAN / TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT**

**A. Project Plan / Time Schedule**

	<i>[W1, W2, etc. are weeks from the start of assignment.]</i>												
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	
Activity (Work) etc													
<i>Note: Provide a detailed listing of the tasks to be completed to perform the services, along with an estimated timeline for each task.</i>													

**FORM 6A: TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task



**FORM 7A: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe extent of responsibility for staff member on relevant, previous assignments and provide dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarise college/university and other specialised education of staff member, providing names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment position held. List positions held by staff member, providing dates, names of employing organisations, titles of positions held, and locations of assignments. Be succinct.]*

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**Languages:**

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

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**Certification:**

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

\_\_\_\_\_  
*[Signature of staff member and authorised representative of the firm]* Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_

**FORM 8A: PROPONENT’S DECLARATION FORM**

**A. LITIGATION**

- 1. Have you ever been convicted of any criminal offence in any jurisdiction?  
 Yes  No
- 2. Has any of the director(s) ever had a professional license suspended or revoked?  
 Yes  No
- 3. Has your organisation ever been the subject of any petition for bankruptcy?  
 Yes  No
- 4. Has your organisation ever had any civil judgment against you?  
 Yes  No
- 5. Does your organisation have any pending civil litigation matters?  
 Yes  No
- 6. Does your organisation have any pending criminal matters before the court?  
 Yes  No
- 7. Has your organisation, or any organisation which you have had control over, ever been the subject of any inquiry or investigation?  
 Yes  No

If you checked **Yes** to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

**B. DOCUMENT VALIDITY**

- Certification of Incorporation
- Certification of Continuance
- Certification of Registration
- Valid Income Tax Clearance Certificate
- Valid Value Added Tax Clearance Certificate
- Valid National Insurance Board Compliance Certificate
- Documents indicating payment of taxes applicable to individual or partnership or joint venture (where applicable)

I/We hereby declare that the particulars and documents attached [as per the checklist above] are true copies, correct and complete to the best of my/our knowledge and belief, the documents submitted in support of this RFP are genuine and obtained legally from the respective issuing



**B. Forms – Commercial Proposal**

Form 1B: Commercial Proposal Submission Form.

Form 2B: Summary of Costs.

Form 3B: Breakdown of price per activity.

Form 4B: Breakdown of remuneration per activity.

**Note:** The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. *Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being further considered.*

**FORM 1B: COMMERCIAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide Consultancy Services for the development of a Sport Tourism Master Plan for Trinidad and Tobago (2022 – 2030) in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Commercial Proposals submitted in separate sealed envelopes). Our attached Commercial Proposal is proposed in the sum of [*Amount in words and figures*]. This amount is exclusive of 12.5% Value Added Tax, which we have calculated as [*Amount(s) in words and figures*].

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the **(one hundred and twenty (120) day)** validity period of the Proposal.

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

We remain,

Yours sincerely,

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

**FORM 2B: SUMMARY OF COST (PRICE SCHEDULE)**

Costs	Amount(s)
Subtotal	
Value Added Tax (VAT)	
Total Amount of Commercial Proposal	_____

**FORM 3B: BREAKDOWN OF PRICE PER ACTIVITY**

<b>Activity No.</b>	<b>Description</b>	<b>Person Hours</b>	<b>Amount (TT\$)</b>
	Grand Total		



**FORM 4B: BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____	
Names	Position	Input <sup>5</sup>	Amount
Regular staff _____ _____			
Consultants _____ _____			
Grand Total			

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<sup>5</sup> Staff months, days, or hours as appropriate.

**RFP ACKNOWLEDGEMENT FORM**

Tourism Trinidad Limited  
Level 18, Tower D  
International Waterfront Centre  
1A Wrightson Road  
Port of Spain.

**ATTENTION: Manager Corporate Service**

Dear Madam,

**Subject: Request for Proposal for the provision of Consultancy Services for the Development of a Sport Tourism Master Plan for Trinidad and Tobago.**

We acknowledge receipt of the above referenced Request for Proposal (RFP) and “will/will not” be submitting a Proposal by the due date.

We confirm that the Proposal that we will submit shall be valid for a period of **one hundred and twenty (120) days** from the closing date for the submission of the RFP.

Yours Faithfully

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Date \_\_\_\_\_  
Title \_\_\_\_\_

All communications regarding this Request for Proposal should be sent to the undersigned who is responsible for our Tender.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_  
Direct Tel No \_\_\_\_\_  
Email Address \_\_\_\_\_  
Co. Tel. No \_\_\_\_\_  
Mobile No \_\_\_\_\_

**Appendix II**

**CLIENT REFERENCE FORM**

<b>PART A</b> <i>(To be completed by the Proponent)</i>	
Provider Name	
Project Location	
Project Description	
Reference Company	
Reference Name/Designation	
Reference Direct Contact Phone	
Reference Direct Contact Email Address	

<b>PART B</b> <i>(To be completed by the Proponent)</i>	
Project Contract Scope	
Assignment Start Date	
Assignment Completion Date	
Reasons for Delays (project start and/or finish)	
Reasons for Variations (contractual changes)	

Signature (Proponent's Duly Authorised Representative): \_\_\_\_\_ Date

<b>PART C</b> <i>(To be completed by the Public Body)</i>					
<b>Performance Indicators (Please tick appropriate box)</b>	<b>Poor</b>	<b>Fair</b>	<b>Satisfactory</b>	<b>Very Good</b>	<b>Excellent</b>
How would you rate the quality of the services provided?					
How would you rate the quality of the finish product?					
How would you rate the provider's response time in addressing your requests or queries?					
How would you rate the provider's professional interaction with representatives of your organisation?					
How would you rate the overall performance of the service?					

General comments:

.....  
 .....

Signature (Evaluation Committee Member(s)): \_\_\_\_\_ Date