



Government of the Republic of Trinidad and Tobago
Ministry of Tourism, Culture and the Arts

REQUEST FOR PROPOSALS

RFP REF#: MTCA 1-A/2024

RFP DATE: 6th March, 2024

**REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND OPERATION OF
THE HOTEL AT THE NATIONAL ACADEMY FOR THE PERFORMING ARTS
(NAPA)**

Closing Date: 19th April, 2024 @10:00 a.m.

MINISTRY OF TOURISM, CULTURE AND THE ARTS

Levels 8 -10, Tower C, International Waterfront Complex
1A Wrightson Road, Port of Spain,
TRINIDAD AND TOBAGO
PBX: 1(868) 612-8853/624-1403 | Fax: 1(868) 624-6737

PART A: LETTER OF INVITATION

Our ref: MTCA 1-A/2024

Date

Dear Sir/Madam,

Re: REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF THE HOTEL LOCATED AT THE NATIONAL ACADEMY FOR THE PERFORMING ARTS

Reference is made to the captioned matter.

The **Ministry of Tourism, Culture and the Arts, for and on behalf of NAPA**, hereby invites Proposals for the **Management and Operation of the Hotel at the National Academy for the Performing Arts (NAPA)**.

A copy of the **Request for Proposal** (“RFP”) is attached to this Letter for your careful review and consideration in preparation for submission of your Proposal.

A. Acknowledgement of Invitation

Proponents are asked to email their acknowledgment to this RFP invitation using the RFP *Acknowledgement Form (Appendix I)* to mtca.procurement@gov.tt

B. Mandatory Site Visit

A mandatory site visit is scheduled for **14th March, 2024** at the National Academy for the Performing Arts. The names of all attendees to the session must be emailed to mtca.procurement@gov.tt by the **11th March, 2024** for security clearance. Each proponent must provide two (2) company representatives, consisting of one (1) technical personnel and one (1) administrative personnel. Each representative must produce one (1) valid form of national identification at the site visit along with evidence of their employment with/authorization to represent the Proponent.

C. Submission of Proposal

The Proposer shall submit its Technical and Commercial Proposals via electronic mail to mtca.procurement@gov.tt **no later than the 19th April, 2024 @ 10:00 a.m.**

The Proposal should be addressed to:

**Request for Proposal for the Management and Operation of the Hotel at
the National Academy for the Performing Arts.**

**THE PERMANENT SECRETARY (AG.)
Ministry of Tourism, Culture and the Arts
Level 10, Tower C, International Waterfront Complex
1A Wrightson Road,
Port of Spain**

D. Presentation of Proposal

Proponents may be required to present their proposal to an Evaluation Committee. This will, where necessary, allow proponents to address any questions and/or concerns of the Evaluation Committee.

A Proponent requiring clarification of the contents of these RFP Documents must notify the **Ministry of Tourism, Culture and the Arts** in writing to the following email address mtca.procurement@gov.tt

The Proponent's requests for clarifications must be titled "**QUERY – REQUEST FOR CLARIFICATION (MTCA 1-A/2024)**". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered and submitted via electronic mail to mtca.procurement@gov.tt no later than **21st March, 2024**.

The **Ministry of Tourism, Culture and the Arts** (or **NAPA**) does not bind itself to accept the lowest cost or any proposal.

Yours respectfully,

Procurement Officer (Ag)
/f/ Permanent Secretary (Ag.)
Ministry of Tourism, Culture and the Arts

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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	<input type="checkbox"/>
Table of Contents	<input type="checkbox"/>
Letter of Transmittal	<input type="checkbox"/>
Company Profile	<input type="checkbox"/>
Form 1A: Technical Proposal Form	<input type="checkbox"/>
Form 2A: Work Experience	<input type="checkbox"/>
Form 3A: Comments on the Terms of Reference	<input type="checkbox"/>
Form 4A: Methodology for Performing the Service	<input type="checkbox"/>
Form 5A: Team Composition	<input type="checkbox"/>
Form 6A: Curriculum Vitae	<input type="checkbox"/>
Form 7A: Proponent's Declaration Form	<input type="checkbox"/>
Form 8A: Proposed Project and Services Plan	<input type="checkbox"/>
Form 9A: Sample Banker's Reference Letter	<input type="checkbox"/>
Client Reference Form	<input type="checkbox"/>
Qualification Certificates	<input type="checkbox"/>
Certification of Incorporation / Continuance / Registration	<input type="checkbox"/>
Return of Beneficial Interest Form	<input type="checkbox"/>
Valid Income Tax Clearance Certificate	<input type="checkbox"/>
Valid Value Added Tax Clearance Certificate	<input type="checkbox"/>
Valid National Insurance Board Compliance Certificate	<input type="checkbox"/>
Occupational Safety and Health ("OSH") Documents	<input type="checkbox"/>
Evidence of Insurance (e.g. Professional Indemnity)	<input type="checkbox"/>
Form 1B: Commercial Proposal Submission Form	<input type="checkbox"/>
Form 2B: Price Schedule	<input type="checkbox"/>

PART B: INSTRUCTIONS TO PROPONENTS

1. INTRODUCTION

The Ministry of Tourism, Culture and the Arts, for and on behalf of NAPA, is seeking to engage a suitably qualified/eligible and reputed firm with which it can enter into a contract for *the Management and Operation of the Hotel at the National Academy for the Performing Arts (“the NAPA Hotel”)*.

Request for Proposal (“RFP”) may be submitted by a sole firm or a joint venture (“JV”) of consulting firms. Proponents may associate with other companies/firms to enhance their qualifications. For JVs/partnerships, the relevant *Memorandum of Understanding* relative to the JVs/partnership must also be provided.

Proponents are hereby invited to submit a **Technical Proposal and a Commercial Proposal** via electronic mail to mtca.procurement@gov.tt. The Proposals will form the basis for contract negotiations and ultimately a signed contract.

Proponents are responsible for examining with care all the documents and information provided in this RFP and will also be responsible for informing themselves of all relevant conditions, which may in any way affect their Proposal.

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 Ministry of Tourism, Culture and the Arts or NAPA. Applicants may submit additional information with their application but shortlisting will be based on the evaluation of information requested and included in the formats provided in the RFP document.

2. PROPOSAL FORMAT

Proposals must contain the following information and must be submitted in the following order:

- Title Page
- Table of Contents
- Letter of Transmittal
- Proof of Registration on Office of Procurement Regulation (OPR) Depository and Codes for Lines of Business Registered
- Checklist of Documents to Accompany the Proposals
- Mandatory Statutory Documents: Valid National Insurance Board Compliance; Income Tax and Value Added Tax Clearance Certificate.
- Company Profile
- Administrative Capability
- Technical Proposal (Experience and Track Record, Choice of Hotel Brand, Financial Capacity, Financial Stability, Management Arrangement, Operational Plan)
- Qualifications of Key Personnel
- Proven Experience of the Firm
- Methodology
- Financial Capability

- Commercial Proposal (Capital Injection, Return on Owner's Investments, Working Capital, Management Fee, Price Schedule)
- Proposal Submission Form

3. PROPONENTS' REPRESENTATIVE

Proponents must advise the Ministry of Tourism, Culture and the Arts' representative of the name, business address, telephone number and email address of an individual who is designated as the Proponent's representative for the purpose of this RFP.

4. CONFLICT OF INTEREST

Proponents must not be involved in any activity which may cause a conflict of interest to arise. Proponents shall hold the Ministry of Tourism, Culture and the Arts' and NAPA's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Proponents 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 NAPA Hotel and the Ministry of Tourism, Culture and the Arts.

Any Proponent who is 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 Ministry of Tourism, Culture and the Arts regarding this RFP process; or
- d) It submits more than one (1) application for this RFP process.
- 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 Ministry of Tourism, Culture and the Arts in the process of examination, clarification, evaluation and comparison of Proposals will result in the rejection of the respective Proponent's bid.

5. WAIVER AND ALLOCATION OF RISK

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, engineering, 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 to the Ministry of Tourism, Culture and the Arts is deemed to have released the Ministry of Tourism, Culture and the Arts and NAPA 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.

6. CONFIDENTIALITY

All information supplied by the Ministry of Tourism, Culture and the Arts and NAPA 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 submission of the Proposals.

All information supplied by Proponents in response to this Request for Proposal shall be treated as confidential by the Ministry of Tourism, Culture and the Arts and NAPA unless disclosure is required by law.

7. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

8. CHANGE TO PROPOSAL DOCUMENTS BY THE MINISTRY

Any clarification or change to these Proposal Documents, prior to the Closing Date specified herein will only be made by written addenda issued by the Ministry of Tourism, Culture and the Arts as published on the Ministry's official website at <https://mtca.gov.tt/> Each addendum, when issued, becomes a part of these Proposal Documents and each Proponent is required to acknowledge all addenda issued by the Ministry of Tourism, Culture and the Arts by forwarding an acknowledgment to mtca.procurement@gov.tt.

All Proponents are advised to regularly check the Ministry's website for any addenda or other Ministry instruction(s) or updates relative to this RFP. Neither the Ministry of Tourism, Culture and the Arts or NAPA will be responsible where any Proponent fails to apprise itself of relevant RFP information and updates posted to the Ministry's website or for any interpretations made by Proponents as a result of information received by any means other than by written addenda.

9. CANCELLATION OF THE RFP PROCESS

The Ministry of Tourism, Culture and the Arts or NAPA 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. Notice of such cancellation will be communicated to all participating firms.

10. PROPOSAL REJECTION

Notwithstanding anything to the contrary which may be contained or implied in this RFP, the Ministry of Tourism, Culture and the Arts does not bind itself to accept the lowest Proposal or any proposal and further reserves the right to reject any and all parts of any and all Proposals. Proposals may be rejected, including but not limited to the following reasons:

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

In addition, the Ministry of Tourism, Culture and the Arts reserves the absolute right to reject any Proposal which is judged to be in violation of the spirit and intent of this RFP.

11. EVALUATION OF PROPOSALS

Proposals received shall be subjected to a combination of pass/fail or yes/no and weighted evaluation criteria. Proponents will be required to demonstrate that they meet the minimum criteria outlined in **Part C of the Terms of Reference**, on a pass or fail basis.

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

A. PRELIMINARY EXAMINATION

Proposals that are received will be reviewed to ensure that all documents and information requested in the RFP documents are included in the submission. At this point, incomplete submissions may be deemed non-responsive to the requirements outlined in the RFP and will not be considered further. The Public Procurement and Disposal of Public Property Act, No. 1 of 2015 took full effect as of Wednesday April 26th, 2023. As such, your company must be registered and listed on OPR's Procurement Depository. Your company must provide proof of registration and the submission of line of business/businesses your company is registered for. If your company is not registered at the point of submission of the RFP the submission will be disqualified.

In addition, the Proposals will be examined, on a **yes or no** or **pass or fail** basis to ensure that the mandatory minimum criteria outlined in **Part C of the Terms of Reference** have been met. Proposals that are deemed substantially non-responsive and/or that fail to meet the minimum mandatory criteria contained therein shall not be considered further.

B. EVALUATION OF TECHNICAL SPECIFICATIONS

Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum criteria shall be subjected to a technical evaluation to ensure that the proposed consultancy services meets the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail basis.

C. QUALIFICATIONS EVALUATION CRITERIA

Proposals that are deemed successful following the evaluation of technical specifications stage will be evaluated against the following pre-determined evaluation criteria and scoring system. Proponents are required to achieve a minimum score of 50% in the Technical Proposal Evaluation Criteria to be deemed technically qualified to be considered for the award of contract.

D. EVALUATION OF COMMERCIAL PROPOSALS

On completion of the qualifications evaluation, the Commercial Proposal of Proponents will be evaluated. Proponents should note that **only** Proposals that passed the Technical Evaluation will be further evaluated on their Commercial Proposals. The Commercial Proposals 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.

Proponents must achieve a minimum of 65% overall in the combined scoring of both the technical and commercial proposals to be considered for the award of the contract.

E. PRESENTATION TO THE EVALUATION COMMITTEE

Proponents will be invited to present their proposal to the Evaluating Committee. The Evaluating Committee, after having reviewed the proponents’ proposal, will ask any questions on the technical or commercial aspects that requires clarity.

F. AWARD AND SIGNING OF MANAGEMENT CONTRACT

A Management Contract will be established between the successful Proponent and Ministry/NAPA to allow Ministry/NAPA to contract for the provision of the services. The resultant Contract represents an offer on the part of the successful Proponent to provide the Ministry/NAPA with services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Contract. These agreements will not be considered as contracts, nor oblige the Ministry/NAPA to any financial commitment whatsoever. Only original, duly executed agreements as signed by the Ministry/NAPA will constitute a commitment on the Ministry/NAPA’s part.

EVALUATION CRITERIA

The Evaluation process will be conducted in a manner that ensures Proposals are evaluated fairly to ascertain the most economically advantageous tender. Proposals will be evaluated in accordance with the following criteria:

Criteria	MAX. Point Value
Technical Proposal	
<p>Experience and Track Record</p> <ul style="list-style-type: none"> ▪ Current hotels or related assets under ownership or management of the Proponent as well as its prior experience in hotel management and operations. Consideration will be given to: <ul style="list-style-type: none"> (a) Proponent’s overall qualification, past (financial (GOP, NOP RevPAR) and operating) performance, and demonstrated ability to operate and manage (locally, regionally and/or internationally) a hotel comparable with that of the NAPA Hotel; 	10

<ul style="list-style-type: none"> (b) Performance of the Proponent’s most comparable hotels or related assets in their respective markets; and (c) Proponent’s experience working with public sector agencies, with particular focus on managing publicly owned hotel assets. 	
<p>Choice of Hotel Brand</p> <ul style="list-style-type: none"> ▪ The brand proposed by Proponent for the NAPA Hotel, the rationale for and the suitability of that brand for the NAPA Hotel. How that brand approximates with hotel competitors in the Port of Spain hotel market. ▪ How the brand proposed by the Proponent integrates with the overall concept for the NAPA Hotel as a boutique hotel located within a unique performing arts Facility. 	10
<p>Financial Capacity</p> <ul style="list-style-type: none"> ▪ Proponent’s ability to access or raise funds for the management and operation of the hotel as required, as well as their liquidity and other pecuniary resources. This will be assessed by examining the financial information provided in each Proposal. 	5
<p>Financial Stability</p> <ul style="list-style-type: none"> ▪ Proponent’s financial stability (based upon key financial ratios for the past three (3) years inclusive of current ratio and debt ratio) 	5
<p>Management Arrangement: Marketing and Sales Plan</p> <ul style="list-style-type: none"> ▪ Proponent’s marketing and branding strategies to optimize returns on the NAPA Hotel. Consideration will be given to Proponent’s abilities: <ul style="list-style-type: none"> (a) to identify and promote the competitive advantage of the NAPA Hotel; (b) to develop initiatives as well as use influence and brand to successfully market the NAPA Hotel locally, regionally and internationally; (c) to provide a service delivery strategy customized to meet the specific needs of the target population; (d) to provide a marketing budget; (e) to provide a marketing execution plan; and (f) to provide financial projections for any marketing strategies proposed. (15) <p>Management/Operational Agreement</p> <ul style="list-style-type: none"> ▪ Terms and conditions of the Proposed management/operational agreement inclusive of duration and options relative to renewal. (5) 	20
<p>Operational Plan</p> <ul style="list-style-type: none"> ▪ A qualitative and quantitative analysis and presentation on how the Proponent intends to operate the NAPA Hotel over the next five (5) years. Consideration will be given to: 	10

<ul style="list-style-type: none"> (a) comprehensiveness, accuracy, and a depiction of a highly beneficial outcome for the NAPA Hotel utilizing the information provided in the qualitative and quantitative analysis; (b) a broad assessment of the Port of Spain accommodation market, its potential, opportunities, challenges; and (c) the competitive edge envisioned for the NAPA Hotel. 	
Commercial Proposal	
<p>Financial Proposal</p> <p>Capital Injection</p> <ul style="list-style-type: none"> ▪ Quantum of the initial capital investment (inclusive of costs to prepare the facility to make it operational as a hotel, as well as investments in respect of brand standards requirements. (10) <p>Return on Owner’s Investments</p> <ul style="list-style-type: none"> ▪ Financial benefit(s) that will redound to the Owner. Consideration will be given to: <ul style="list-style-type: none"> (a) the return in the face of the initial capital investments; and (b) the Net Present Value (NPV) of cash flows in respect of management fees and return to Owner. (15) <p>Working Capital</p> <ul style="list-style-type: none"> ▪ Quantum of working capital proposed to run the everyday operations of the NAPA Hotel. (10) <p>Management Fee</p> <ul style="list-style-type: none"> ▪ Fee(s) the Proponent will charge to operate the NAPA Hotel (percentage of the Gross Revenue or percentage of the Gross Operating Profit (GOP) or combination of both. (5) 	40
<u>Total Combined Score (Technical & Commercial Proposal)</u>	
100	

Proponents must submit adequate evidence to support each of the criteria above.

13. NEGOTIATION OF CONTRACT

The Ministry of Tourism, Culture and the Arts and/or NAPA reserves the right to enter into discussions, 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 Ministry of Tourism, Culture and the Arts to achieve best value for money. Should negotiations with the top-ranked Proponent fail, the discussions would be formally terminated. The Commercial Proposal of the next ranked Proponent will be evaluated. Negotiations will be conducted with the next ranked Proponent, and so on until the contract can be successfully negotiated

14. AWARD OF CONTRACT

The contract will be executed following successful negotiations with the top-ranked, or subsequent Proponent, and the fulfilment of the Ministry of Tourism, Culture and the Arts and NAPA requirements for the creation of binding legal relations, including its internal approval process.

The successful Proponent and the Ministry of Tourism, Culture and the Arts shall make every effort to execute the formal contract within thirty (30) days from the date of the Letter of Award.

Unsuccessful Proponents will be notified on or before thirty (30) days after the award of contract.

15. PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions/specifications given herein. Partial bids are not allowed under this RFP. The Technical Proposal Forms and Commercial Proposal Forms are to be completed, duly signed and/or notarized by the Proponent's Authorized Representative and submitted in the appropriately labelled Proposal envelopes. Failure to submit all requested documentation may result in the Proposals not being considered for evaluation, or in the Proponents failing to achieve maximum scores during the evaluation of Proposals.

The Public Procurement and Disposal of Public Property Act, No. 1 of 2015 took full effect as of Wednesday April 26th, 2023. As such, your company/firm must be registered and listed on OPR's Procurement Depository. Your company/firm must provide proof of registration and the submission of line of business/businesses for which your company is registered. If your company/firm is not registered at the point of submission of the RFP, the submission will be disqualified.

A. Technical Qualification Proposal

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

- 1) Comments on the Terms of Reference
- 2) Understanding of the Scope of Services
- 3) Form 1A: Technical Proposal Submission Form
- 4) Form 2A: Work Experience (for Firm and JVs where applicable)
- 5) Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data and Facilities to be Provided by the Client
- 6) Form 4A: Methodology for Performing the Service (A brief on the project methodology for meeting expected outcomes as well as the Proponents professional and technical approach to the services)
- 7) Form 5A: Team Composition and Task Assignments (for Firm and JVs where applicable)

- 8) Form 6A: Format of Curriculum Vitae (CV) for Proposed Key Professional to be assigned to the Project-Please complete as required. "See Attached Resume" for format (Submit detailed CV of the lead person as well as team members who will commit to the project and any conditions and/or restrictions on their availability. All CVs submitted must be signed and dated by the person named) (for Firm and JVs where applicable)
- 9) Qualification (academic, technical, training) certificates of proposed key staff (for Firm and JVs where applicable)
- 10) Form 7A: Proponent's Declaration Form
- 11) Form 8A : Proposed Project and Services Plan
- 12) Form 9A: Sample Banker's Reference Letter
- 13) Brief Company Profile (if applicable) (for Firm and JVs where applicable)
- 14) Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act Chap 81:01, as amended (for Firm and JVs where applicable)
- 15) Certificate of Registration (if applicable) (for Firm and JVs where applicable)
- 16) Copy of Income Tax and Value Added Tax Clearance (Withholding Tax, where applicable) valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue (for Firm and JVs where applicable)
 - Value Added Tax (applicable to both Local and Foreign Firms)
 - If VAT registered, Value Added Tax of twelve point five percent (12.5%) must be stated separately from the fees in the financial proposal.
 - If not VAT registered and successful at the Technical Evaluation stage, the Value Added Tax will be included during negotiations. The successful firm will then be required to apply for VAT Registration with the Inland Revenue Division. When VAT Registered, the Value Added Tax of 12.5% should be shown separately on the invoices submitted for payment.
 - Withholding Tax (applicable to Foreign Firms only)

Amounts payable by the Ministry or NAPA to the successful Firm under the contract are subject to local taxation. Withholding Tax must be included in the total cost in the Financial Proposal. Please visit the Inland Revenue Division website at www.ird.gov.tt for the applicable rates.
- 17) 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 (where applicable to local proposals only) (for Firm and JVs where applicable)
- 18) Statement of compliance with The Occupational Safety and Health Act ("OSH") Chapter 88:08 (as amended) in the form of OSH requirements and OSH Policy Statement, as applicable
- 19) Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto. *Refer to Form 7A – Proponent's Declaration Form*

- 20) Disclosure of any or all criminal or civil matters that the Proponent has had for the past ten (10) years. *Refer to Form 7A – Proponent’s Declaration Form* (for Firm and JVs where applicable)
- 21) Draft Management Contract Template
- 22) Any additional information the Proponent deems necessary.

B. Commercial Proposal

The Proponent’s Commercial Proposal shall contain:-

1. A general price summary;
2. A detailed description of the cost breakdown/payment schedule, in a single currency, itemizing all services to be provided which will form the basis of the management/operational arrangements between the parties;
3. A detailed breakdown of other reimbursable costs associated costs with the management and/or operation of the NAPA Hotel;
4. All tax liability (for local firms Income and Value Added Tax and foreign firms are liable for Withholding Tax and Value Added Tax. The cost of any insurance should be factored in the Bid proposal);
5. The Value Added Tax must be shown below the tender price as a separate figure; and
6. All prices are to be expressed in Trinidad and Tobago Dollars (TTD).

Any additional projects and/or services must be mutually agreed upon between the Proponent and the Ministry of Tourism, Culture and the Arts, in writing, prior to the commencement of any such project and/or services.

16. PREPARATION AND SUBMISSION OF PROPOSALS

The Proponent shall bear all costs associated with the preparation and submission of its Proposal and the Ministry of Tourism, Culture and the Arts 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 authorized representative. There shall be no erasures or correction fluid applied to the Proposal. All changes shall be “crossed off”, corrected and initialed by the Proponent’s duly authorized representatives.

Proposals should be as thorough and detailed as possible so that the Ministry of Tourism, Culture and the Arts or NAPA may properly evaluate the Proposer’s capabilities to provide the required services.

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, local address, telephone number, the name of a contact person, and the date.

- b) Table of Contents.
- c) Letter of Transmittal.
- d) Checklist of documents submitted in the Proposal.
- e) The documents and completed forms listed in Section 15A: 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: Price Schedule

17. SUBMISSIONS AND DUE DATE

The Proposer is required to submit its Technical and Commercial Proposals via electronic mail to mtca.procurement@gov.tt **no later than 19th April, 2024 @ 10:00 a.m.** The Technical and Commercial Proposals must be addressed to:

**Request for Proposal for the Management and Operation of the Hotel at the
National Academy for the Performing Arts.**

**THE PERMANENT SECRETARY (AG.)
Ministry of Tourism, Culture and the Arts
Level 10, Tower C, International Waterfront Complex
1A Wrightson Road,
Port of Spain**

The Ministry of Tourism, Culture and the Arts, 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.

Proposals received after the deadline date shall be rejected and immediately returned unopened to the Proponent. Submissions may be withdrawn by bidders via email to mtca.procurement@gov.tt

18. OPENING OF PROPOSALS/TENDERS

The opening of proposals will be done virtually. Tenderers or their representative may view the opening at the link provided on the Ministry's website.

19. VALIDITY PERIOD

Proposals shall be valid for a period not less than Two Hundred and Forty (240) Days from the closing date for the submission of Proposals. The Ministry of Tourism, Culture and the Arts, 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 Ministry of Tourism, Culture and the Arts request will not be permitted to otherwise modify its Proposal.

20. VALIDITY PERIOD

Proposals shall be valid for a period not less than Two Hundred and Forty (240) Days from the closing date for the submission of Proposals. The Ministry of Tourism, Culture and the Arts, 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 Ministry of Tourism, Culture and the Arts request will not be permitted to otherwise modify its Proposal.

21. INSURANCE

The Contractor is required to provide adequate insurance coverage for its operations and personnel in accordance with the Laws of the Republic of Trinidad and Tobago and any applicable regulation(s) in accordance with its management and operation of the NAPA Hotel.

PART C: TERMS OF REFERENCE

REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND OPERATION OF THE HOTEL AT THE NATIONAL ACADEMY FOR THE PERFORMING ARTS

1. BACKGROUND

By *Trinidad and Tobago Gazette (Extraordinary) Vol. 59 No. 158 dated 9th day of September, 2020*, the former Ministry of Tourism (“MOT”) and the Culture and the Arts Division of the former MCDCA were merged into a single new Ministry, the Ministry of Tourism, Culture and the Arts (“MTCA”). Further to this ministerial realignment, responsibility for NAPA now vests with the MTCA. The *National Academy for the Performing Arts Act No. 5 of 2022* was assented to on the 21st March, 2022 and fully proclaimed (save one (1) section) by Her Excellency Paula-Mae Weekes, O.R.T.T. on the 30th June, 2022 and Her Excellency Christine Kangaloo, O.R.T.T on the 15th June, 2023. Accordingly, NAPA is now a body corporate.

Further, in August 2023, the Board of NAPA was installed and appointed for a period of three (3) years. This Board will continue the important and necessary groundwork activities and arrangements towards fully operationalizing NAPA as an autonomous statutory body. One of the key components of this NAPA operationalization process is the acquisition of a suitable operator and manager for the NAPA Hotel. As such, the MTCA, as the line Ministry with responsibility for NAPA, in recognition of the nascence of the NAPA Board, the Board’s need to have time to properly acclimate and build capacity and the concurrent critical imperative to finalise this project requires, for and on behalf of NAPA, bid proposals for the management and operation of the NAPA Hotel towards harnessing its revenue generating potential.

The purpose of this RFP is therefore to invite offers from companies or firms interested in the opportunity to brand, manage and operate the fifty-three (53) room hotel facility located at NAPA. It is the MTCA’s objective to secure the services of a hotel operator or hotel management company experienced in the marketing and management of successful hotel facilities.

The National Academy for the Performing Arts (NAPA)

NAPA stands out as a nucleus of cultural activity, musical ingenuity and theatrical marvels within the realm of the performing arts in Trinidad and Tobago. The architectural design, which comprises of a cluster of domes is reminiscent of the national flower of Trinidad and Tobago, the Double Chaconia. At its highest point, the grand, modern building rises up to 100 feet which enhances the acoustics within the auditoriums and offers an inspirational setting for the enjoyment and training of the performance arts.

As a performance and teaching academy, NAPA features a vast array of open vistas for the enjoyment of music, dance, theatrical renditions and other artistic performances, as well as contemporary classrooms, teaching halls and other practice spaces for students of the arts.

The 429,093 sq ft. facility features:

- A 1500 seat acoustically designed performance hall
- Two practice halls
- Teaching rooms
- State of the art lighting and sound features
- Stages designed to showcase pannists and other performance artists
- A hotel
- Two (2) restaurants
- Parking
- Landscaped surroundings including seating areas, water features and greenery

The NAPA Hotel Facility

The Napa Hotel is constructed on the Northern Wing of the NAPA building and overlooks the scenic Queen's Park Savannah. The main access point on Chancery Lane, Port of Spain leads into a spacious hallway or lobby area with front desk facilities, lounge and administrative spaces. The fifty-three (53) rooms are distributed among five (5) floors with each floor containing a suite. Each room has a view of the Savannah. The facilities also provide storage space, life and safety systems, elevators and utility shafts. There is also access to a parking area in the basement via elevator. *Associated graphic and pictorial drawings showing the design, scale and dimensions of the NAPA Hotel can be viewed at the Ministry's website media library or at the link hereunder:*

https://mtca.gov.tt/wp-content/uploads/2024/03/NAPA_Hotel_Floor_Plans.pdf

The Ministry of Tourism, Culture and the Arts will provide Proponents with the following: Access to all required areas of the NAPA Hotel.

Ownership Structure

The NAPA Facilities are under the purview of the NAPA body corporate and the NAPA Board further to *Act No. 5 of 2022* and are owned by the Government of the Republic of Trinidad and Tobago falling under the remit of the MTCA.

2. SCOPE OF SERVICES

Minimum Requirements

Proposals submitted in response to this RFP must contain the terms and conditions as well as the assumptions made by the proponent.

Proponents will be expected to study and assess the existing scenario (infrastructures) and provide an overview (demographic, existing infrastructures, accessibility etc.) of the project area and its surroundings.

Proponents will be expected to maintain or exceed the highest quality standards.

PART D: GENERAL CONDITIONS FOR THE MANAGEMENT ARRANGEMENT

THE FORM, TERMS AND CONDITIONS OF THIS DRAFT CONTRACT HEREUNDER ARE SUBJECT TO CHANGE. THIS DRAFT CONTRACT IS FOR REFERENCE PURPOSES ONLY. NEITHER THE MTCA NOR NAPA ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY USE THEREOF BY PROPONENTS.

1. RESPONSIBILITY FOR EMPLOYEES

To the extent that the Contract involves the provision of any services to the Ministry or NAPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

- 1.1 The Contractor shall be solely responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 1.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the Ministry or NAPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

1.3 At the option of and in the sole discretion of the Ministry or NAPA:

- 1.3.1 the qualifications of personnel proposed by the Contractor (e.g., curriculum vitae) may be reviewed by the Ministry or NAPA prior to such personnel's performing any obligations under the Contract;
- 1.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the Ministry or NAPA prior to such personnel's performing any obligations under the Contract; and
- 1.3.3 in cases in which, pursuant to Sections 1.3.1 or 1.3.2, above, the Ministry or NAPA has reviewed the qualifications of such Contractor's personnel, the Ministry or NAPA may reasonably refuse to accept any such personnel.

1.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

- 1.4.1 The Ministry or NAPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 1.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the Ministry or NAPA, which shall not be unreasonably withheld.
- 1.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 1.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 1.4.5 Any request by the Ministry or NAPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the Ministry or NAPA shall not bear any liability in respect of such withdrawn or replaced personnel.
- 1.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with the Ministry or NAPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel

for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

- 1.5 Nothing in Sections 1.2, 1.3 and 1.4, above, shall be construed to create any obligations on the part of the Ministry or NAPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 1.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the Ministry or NAPA shall:
 - 1.6.1 undergo or comply with security screening requirements made known to the Contractor by the Ministry or NAPA, including but not limited to, a review of any criminal history; and
 - 1.6.2 when within the Ministry or NAPA premises or on the Ministry or NAPA property, display such identification as may be approved and furnished by the Ministry or NAPA, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the Ministry or NAPA for cancellation.
- 1.7 Within one (1) working day after learning that any of the Contractor's personnel who have access to the Ministry or NAPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the Ministry or NAPA about the particulars of the charges then known and shall continue to inform the Ministry or NAPA concerning all substantial developments regarding the disposition of such charges.
- 1.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within the Ministry or NAPA premises or on UNFPA property shall be confined to areas authorized or approved by the Ministry or NAPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within the Ministry or NAPA premises or on the Ministry or NAPA property without appropriate authorization from the Ministry or NAPA.

2. ASSIGNMENT

2.1 The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the Ministry or NAPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the Ministry or NAPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the Ministry or NAPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on the Ministry or NAPA.

3. SUBCONTRACTING

In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the Ministry or NAPA. The Ministry or NAPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the Ministry or NAPA reasonably considers is not qualified to perform obligations under the Contract. The Ministry or NAPA shall have the right to require any subcontractor's removal from the Ministry or NAPA premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all payments to as well as all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Contract and the mutually agreed Management arrangement.

4. INDEMNIFICATION

4.1 The Contractor shall defend, indemnify, protect and save harmless the Ministry and NAPA, its affiliates, servants, employees, agents, successors and assigns from and against any and all suits, claims (pandemic, epidemic, dangerous infectious disease related claims or otherwise), penalties, demands and damages of whatsoever kind or nature arising out of any breach of contract or any negligent act, error or omission of the Contractor, its Personnel or agents in the performance of the Contract under this Contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlement, judgments or otherwise.

4.2 The Ministry and/or NAPA shall as soon as practicable after a claim has been made against it give written notice thereof to the claim. If the suit is brought against the Ministry and/or NAPA, the Ministry and/or NAPA shall immediately forward to the

Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representative.

5. INSURANCE AND LIABILITY

5.1 The Contractor shall pay the Ministry or NAPA promptly for all loss, destruction, or damage to the property of the Ministry or NAPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

5.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

5.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

5.2.2 Workers' Compensation Insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

5.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and

5.2.4 such other insurance as may be agreed upon in writing between the Ministry or NAPA and the Contractor.

5.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

5.4 The Contractor acknowledges and agrees that neither the Ministry nor NAPA accepts responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

Except for the Workers' Compensation Insurance or any self-insurance program maintained by the Contractor and approved by the Ministry or NAPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

- 5.4.1 name NAPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 5.4.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the NAPA;
- 5.4.3 provide that NAPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
- 5.4.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to NAPA.

5.5 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

5.6 Except for any self-insurance program maintained by the Contractor and approved by the Ministry or NAPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the Ministry or NAPA with evidence, in the form of certificate of insurance or such other form as the Ministry or NAPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. Notwithstanding the provisions in Section 5.5.3 above, the Contractor shall promptly notify the Ministry or NAPA concerning any cancellation or material change of insurance coverage required under the Contract.

5.7 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

6. EQUIPMENT FURNISHED BY THE MINISTRY OR NAPA TO THE CONTRACTOR

Title to any equipment and supplies that may be furnished by the Ministry or NAPA to the Contractor for the performance of any obligations under the Contract shall rest with the Ministry or NAPA, and any such equipment shall be returned to the Ministry or NAPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment,

when returned to the Ministry or NAPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the Ministry or NAPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

7. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL

The Contractor shall not in any manner whatsoever use the name, emblem or official seal of the Ministry or NAPA, or any abbreviation of the name of the Ministry or NAPA in connection with its business or otherwise without the written permission of the Ministry or NAPA.

8. CONFIDENTIALITY AND PUBLICITY

8.1 The Contractor, its Personnel agents and Sub-Contractors 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 Contract; nor without the prior written consent of the Ministry or NAPA 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 Contractor from the Ministry or NAPA or any of their Personnel, agents, Sub-Contractors or other affiliates.

8.2 The restriction at Clause 8.1 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 Contractor of the said restriction.

8.3 The Contractor shall not refer to the Ministry or NAPA in any publicity or advertising material without first obtaining the Ministry/NAPA's written consent.

9. FORCE MAJEURE

9.1 Definition

For the purposes of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, epidemic, Dangerous infectious diseases, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except

where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

9.2 Force Majeure shall not include:

- 9.2.1 Any event which is caused by the negligence or intentional action of a Party or such Party's Personnel or agents;
- 9.2.2 Any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder; or
- 9.2.3 Insufficiency of funds or failure to make any payment required hereunder.

9.3 No Breach of Contract

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.

9.4 Measures to be Taken

- 9.4.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 9.4.2 A Party affected by an event of Force Majeure shall notify the other Party in writing of such event as soon as possible.
- 9.4.3 The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

9.5 Suspension

Each of the Party's obligations shall be temporarily suspended for the duration of a Force Majeure event until such circumstance shall have ceased as mutually agreed between the Parties.

9.6 Resumption of Works

- 9.6.1 In the event that the Ministry is satisfied that the Force Majeure event has been remedied, the Ministry shall give written notice to the Contractor to resume the services.
- 9.6.2 In the event of a failure by the Contractor to perform under the terms of this Contract as a result of Force Majeure the Ministry and/or NAPA shall be entitled

to obtain alternative services elsewhere for the duration of such failure and to reduce pro-rata and without any obligation on the Ministry the quantity or amount of services from the Contractor under the terms of this Contract.

9.7 **Payments**

Neither The Ministry or NAPA shall be liable, in any manner whatsoever, to make any payments under the Contract in respect of the period of the Contractor's inability to perform its obligations herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the services **PROVIDED** that at any time during the period of such suspension the Ministry or NAPA may serve notice of termination (with immediate effect) in writing upon the Contractor.

9.8 **Reduction in Services**

The Ministry or NAPA may, due events beyond its control, by notice of reduction to the Contractor, request a reduction of the services for such period as the Ministry or NAPA may determine or until further notice by the Ministry or NAPA. Where the Ministry or NAPA so requests, payment to the Contractor shall be made by the Ministry to the Contractor on a reduced pro-rated basis for the services assessed as satisfactorily completed by the Ministry or NAPA. Such reduction of the services, where triggered by the Ministry or NAPA, shall in no way constitute a breach of contract and shall be deemed to amend and become a part of this Contract.

10 **CANCELLATION OR TERMINATION**

10.1 **Termination by the Ministry (or NAPA)**

10.1.1 The Ministry (or NAPA) may exercise its sole discretion to terminate this Contract at any time prior to the end of the term by giving thirty (30) days written notice to the Contractor, if the Contractor:

- 10.1.1.1 breaches, fails or refuses to observe or to comply with any of the terms, stipulations and/or conditions contained in this Contract;
- 10.1.1.2 fails to remedy a failure in the performance of its obligations herein;
- 10.1.1.3 becomes insolvent, bankrupt or takes advantage of any law for the benefit of its debtors or goes into liquidation or receivership whether compulsory or voluntary and as a result is unable to pay its debts as

- and when they become due;
- 10.1.1.4 enters into any arrangement or composition with its creditors or has a controller, receiver, receiver and manager or administrator appointed;
 - 10.1.1.5 is guilty of any fraud, dishonesty, misconduct, engages in any illegal, immoral or unusual activity or otherwise breaches or violates any of the Laws of the Republic of Trinidad and Tobago;
 - 10.1.1.6 fails to comply with any final decision reached as a result of mediation proceedings pursuant to Clause 13.2 hereof;
 - 10.1.1.7 is unable to perform its duties and obligations under the Contract, including but not limited to reasons of illness or accident;
 - 10.1.1.8 submits to the Ministry or NAPA a statement which has a material effect on the rights, obligations or interests of the Ministry or NAPA and which the Contractor knows to be false;
 - 10.1.1.9 takes or suffers any action or engages in any conduct which in the Ministry's or NAPA's opinion brings the Contractor and/or the Ministry, NAPA or the GoRTT into disrepute or is prejudicial to the Ministry's, NAPA's and/or GoRTT's interest and/or reputation;
 - 10.1.1.10 as a result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than two (2) weeks unless the Parties mutually agree to extend such period; or
 - 10.1.1.11 becomes subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 10.1.2 Following any such termination of this Contract, the Contractor shall indemnify the Ministry and NAPA against any direct commercial loss that is associated with the services, up to fifty percent (50%) of the fee paid for the said services suffered by the Ministry and/or NAPA as a result of the Contractor's breach of any of its duties or obligations under this Contract.
- 10.1.2.1 In the event of termination of this Contract, the Ministry or NAPA shall make payments to the Contractor:
 - 10.1.2.2 on a quantum meruit basis, for that portion of the services which the Ministry or NAPA, in its sole discretion, deems to be satisfactorily performed as at the effective date of termination; and
 - 10.1.2.3 for such other costs of the Contractor, the Ministry or NAPA

deems applicable and are demonstrated to the Ministry's or NAPA's satisfaction, to be directly related to the winding down of the services which are being terminated.

10.1.3 The Ministry or NAPA may exercise its sole discretion to terminate this Contract at any time prior to the end of the Term by giving thirty (30) days written notice to the Contractor, if the Ministry or NAPA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.1.4 The Contractor has no right to cancel any or all of its obligations under this Contract. Any cancellation of its obligations shall be treated as a fundamental breach of this Contract and the Contractor shall reimburse the Ministry or NAPA for all expenses and/or payments made by the Ministry or NAPA to the Contractor or on behalf of the Contractor arising out of this Contract. Any payments advanced will be without prejudice to the other rights and remedies available to the Ministry or NAPA.

11 NON-EXCLUSIVITY

Unless otherwise specified in the Contract, the Ministry or NAPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the Ministry or NAPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

12 SETTLEMENT OF DISPUTES

12.1 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.

12.2 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 referred to mediation by a Certified Mediator appointed by both Parties and shall be

conducted in accordance with the Mediation Act, Chapter 5:32 of the Laws of the Republic of Trinidad and Tobago. The Parties further agree to fully cooperate with the mediator and to use all reasonable effects to resolve the dispute by mediation within thirty (30) days of the appointment of the mediator. Any mediated resolution between the Parties shall be subject to a mutually executed mediation agreement which shall be final and binding on the Parties. Each Party shall bear its own costs in mediation.

13 MODIFICATION

Modification of the terms and conditions of this Contract, including any modifications in the scope of the services, may only be made by written agreement between the Parties.

14 ACCOUNTING, INSPECTION AND AUDITING

The Contractor shall keep accurate and systematic records and accounts of the services in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof and shall make them available for inspection, checking and auditing by duly authorized Ministry or NAPA's representatives. The Contractor further agrees that all of the above records shall be kept open for at least six (6) years for post-checking and auditing by duly authorized Ministry, NAPA or GoRTT representatives.

15 ESSENTIAL TERMS

The Contractor acknowledges and agrees that each provision constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Ministry or NAPA to terminate the Contract or any other contract with the Ministry or NAPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

16 JURISDICTION

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.

PART E: SAMPLE FORMS

A. Sample Forms - Technical Proposal

- Form 1A: Technical Proposal submission form.
- Form 2A: Proponent's Work Experience
- Form 3A: Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client
- Form 4A: Methodology for Performing the Service
- Form 5A: Team composition and task assignments
- Form 6A: Format of curriculum vitae (CV) for proposed professional staff
- Form 7A: Proponent's Declaration Form
- Form 8A: Proposed Project and Services Plan
- Form 9A: Sample Banker's Letter
- 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, Proponents may include any other form(s), which in their opinion will assist in presenting, clearly and concisely, pertinent information relevant to the Operations/Management/ Marketing Plan(s) and time schedule(s). ***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 process.***

FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: (Client Organisation) Sir:

We, the undersigned, offer to provide Operations/Management Services for the NAPA Hotel in accordance with your Request for Proposal dated . We are hereby submitting our Proposal which includes this Technical Proposal, and a Commercial Proposal sealed in an envelope.

If negotiations are held during the period of validity of the Proposal of two hundred and forty (240) days, we undertake to negotiate on the basis of the proposed arrangements. Our Proposal is binding upon us and is subject to any or all modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorised Signature for and behalf of the Firm (or partner of a joint venture):

Name and Title of Signatory:

Address:

FORM 2A: PROPONENT'S WORK EXPERIENCE

Relevant Services Carried Out in the Last Five (5) Years
That Best Illustrate Qualifications

Using the format below, please provide information on assignments/arrangements of a similar nature and complexity completed by your firm/company/entity. More specifically, provide details regarding five (5) contracts where you have provided Operating/Management Services 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 process.

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

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

On the Terms of Reference:

- 1.
- 2.
- 3.

On the data, services, and facilities to be provided by the Ministry of Tourism, Culture and the
Arts:

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

FORM 4A: DESCRIPTION OF THE METHODOLOGY FOR PERFORMING THE SERVICES

FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

FORM 6A: 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 degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarise college/university and other specialised education of staff member, giving 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, giving dates, names of employing organisations, titles of positions held, and locations of assignments. Be succinct.]

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorised representative: _____

FORM 7A: 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. STATUTORY COMPLIANCE

1. Is your organisation in compliance with the **OSH Act** (as amended) in respect of the OSH requirements applicable to your organisation? Kindly provide details of the compliance with the most recent supporting documents.
 Yes No Not applicable

If no or not applicable is selected, please provide details:

2. Is your organisation in compliance with the **Minimum Wages Act, Chap 88:04** (as amended)?
 Yes No Not applicable

If no or not applicable is selected, please provide details:

I/We.....make this declaration conscientiously believing the same to be true, and I/we am/are aware that if there is any statement in this declaration which is false in fact, which I/we know or believe to be false or do not believe to be true, I/we may be disqualified from the Tendering process or if awarded the Tender, the contract will be immediately terminated.

.....

Declarant Name	Declarant Signature	Date
Position:	Company Seal:	<div style="border: 1px solid black; width: 150px; height: 60px; margin-left: 10px;"></div>

FORM 8A: PROPOSED PROJECT AND SERVICES PLAN

Project Plan/Time Schedule

	<i>[1st, 2nd, etc. are days or weeks (please specify) from the start of assignment.]</i>												
	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	7 TH	8 TH	9 TH	10 TH	11 TH	12 TH	
<i>Activity (work) etc.</i>													
<i>Note: Provide a detailed listing of the tasks to be completed for performance of the Project and the services, along with an estimated timeline for each task.</i>													

9A: SAMPLE BANKER'S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

Ministry of Tourism, Culture and the Arts [or NAPA address]
Levels 8-10, Tower C, International Waterfront Complex
1A Wrightson Road
Port of Spain

Dear Sir:

(Name of company/firm)

The following information is provided at the request of our above-named customer, in strict confidence, without guarantee, for your private use and without responsibility on the part of this bank or its officials.

The captioned company/firm is involved in (indicate nature of business) and has been banking with us since (year). Credit facilities in the (low, medium or high) (four, five or six) figure bracket have been marked for this account and are being handled to our satisfaction.

We consider the company/firm good for normal contracting transactions and do not think that they would enter into any obligations they could not fulfil.

We hope that the foregoing report is suitable for your purposes.

Yours faithfully

(Signature) _____

(Position) _____

Appendix I

RFP ACKNOWLEDGEMENT FORM

Ministry of Tourism, Culture and the Arts
Levels 8-10, Tower C, International Waterfront
Complex 1A Wrightson Road
Port of Spain

ATTENTION: Permanent Secretary [or General Manager, NAPA]

Dear Sir,

Subject: RFP # MTCA 1-A/2024 - Request for Proposal for the Management and Operation of the Hotel at the National Academy for the Performing Arts

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 (two hundred and forty (240) days) from the closing date for the submission of the RFP.

Yours Faithfully

Signature _____

Date _____

Name _____

Title _____

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 _____

Title _____

Email Address _____

Company _____

Co. Tel. No _____

Company _____

Mobile Tel _____

Address _____

Appendix II

CLIENT REFERENCE FORM

PART A <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	

PART 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

PART C <i>(To be completed by the Proponent's Client Reference)</i>					
Performance Indicators (Please tick appropriate box)	Poor	Fair	Satisfactory	Very Good	Excellent
How would you rate the quality of the services provided?					
How would you rate the quality of the finish product?					

PART C (To be completed by the Proponent's Client Reference)					
Performance Indicators (Please tick appropriate box)	Poor	Fair	Satisfactory	Very Good	Excellent
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: _____ Date: _____

Stamp:

B. Sample Forms – Commercial Proposal

Form 1B: Commercial Proposal Submission Form

Form 2B: Price Schedule

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 Management and Operation Services in accordance with your Request for Proposal dated ____ and our Proposal (Technical and Commercial Proposals submitted in a sealed envelope). Our attached Commercial Proposal is proposed in the sum of [Amount in words and figures] per month. 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 any and all modifications resulting from Contract negotiations, up to expiration of the (two hundred and forty (240) days) 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:

2B: PRICE SCHEDULE

**Request for Proposal for the Management and Operation of the Hotel
at the National Academy for the Performing Arts (NAPA)**

	Description	Rate per Item TT\$ Vat Exclusive	Monthly Rates TT\$ Vat Exclusive	Annual Rates TT\$ Vat Exclusive
Item 1				
Item 2				
Item 3				
Item 4				
Subtotal				
Vat 12.5%				
Total				

**All Items must be added and numbered sequentially*

Signature: _____

Date: _____