



Government of the Republic of Trinidad and Tobago

Ministry of Tourism, Culture and the Arts

RFP REF #: MTCA/F 08C-2024

RFP DATE: 30TH AUGUST, 2024

REQUEST FOR PROPOSAL

FOR

**A LICENCE TO OPERATE AND MANAGE THE WELCOME CENTRE AT THE
GALERA POINT LIGHTHOUSE FACILITY FOR
A PERIOD OF THREE (3) YEARS**

CLOSING DATE: 14TH OCTOBER, 2024 AT 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
Tel: 1(868) 612-8853

SECTION A: LETTER OF INVITATION

Our ref: MTCA/F 08C-2024

30th August, 2024

Dear Sir,

Re: MTCA/F 08C-2024 – REQUEST FOR PROPOSAL FOR A LICENCE TO OPERATE AND MANAGE THE WELCOME CENTRE AT THE GALERA POINT LIGHTHOUSE FACILITY FOR A PERIOD OF THREE (3) YEARS

Reference is made to the captioned matter.

The **Ministry of Tourism, Culture and the Arts** for and on behalf of the **Government of the Republic of Trinidad and Tobago (GoRTT)** hereby invites individuals, firms, organisations, joint ventures, and other interested parties (collectively “Respondents”) to submit a Proposal for a **Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years**. This licence will be governed by the terms and conditions of the draft licence agreement contained in Section D of the RFP documents.

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

Respondents are asked to email their acknowledgment to this RFP invitation using the *RFP Acknowledgement Form* (Appendix I) to mtca.pmfu@gov.tt by **12th September, 2024 at 1:00 p.m.**

B. Mandatory Site Visit

Respondents are required to attend a **mandatory** site visit on **13th September, 2024 at 10:00 a.m.** The names of all attendees to the session must be emailed to mtca.pmfu@gov.tt by **12th September, 2024 at 1:00 p.m.** for security clearance. Each Respondent must provide two (2) company representatives, consisting of one (1) technical personnel and one (1) administrative personnel. Each Respondent must produce (1) valid form of national identification at the site visit along with evidence of their employment with the company or authorization to represent the Respondent. Failure to attend the mandatory site visit will deem the Respondent ineligible.

C. Submission of Proposal

One (1) original, four (4) hard copies and one (1) PDF copy on a flash drive, of the Proposal must be placed into a **sealed envelope**, labelled in accordance with the Instruction to Respondents (Section B, Clause 18) of the RFP document and delivered into the appropriate Tender Box located at the address below, **no later than 14th October, 2024 at 10:00 a.m.**

The envelope should be addressed to:

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

A Respondent requiring clarification of the contents of these documents must notify the **Ministry of Tourism, Culture and the Arts** in writing to the email address, mtca.pmfu@gov.tt. The Respondent's requests for clarifications must be titled "**QUERY – REQUEST FOR CLARIFICATION (MTCA/F 08C-2024)**". The request must be specific, must refer to the project title, specific section and clause, and must be sequentially numbered. Inquiries must be received by **no later than 30th September, 2024 at 1:00 p.m.**

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

Yours respectfully,

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

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CHECKLIST OF DOCUMENTS TO ACCOMPANY THE PROPOSAL

Respondents are to place a tick in the checkbox for each item that is included in the Proposal.

Title Page	<input type="checkbox"/>
Table of Contents	<input type="checkbox"/>
Form 1A: Proposal Submission Form	<input type="checkbox"/>
Certificate of Incorporation as a Limited Liability Company	<input type="checkbox"/>
Certificate of Registration	<input type="checkbox"/>
National Insurance Scheme (NIS) Compliance Certificate	<input type="checkbox"/>
Value Added Tax (VAT) Clearance Certificate	<input type="checkbox"/>
Income Tax Clearance Certificate	<input type="checkbox"/>
Insurance – Public Liability	<input type="checkbox"/>
Insurance – Workmen’s Compensation	<input type="checkbox"/>
Organisation’s Organisational Structure (Form 2A: Team Composition and Task Assignments)	<input type="checkbox"/>
Recruitment Procedure for Personnel, Service Providers and/or Vendors	<input type="checkbox"/>
Details of Training to be undertaken by the Respondent’s Personnel, Service Providers and Vendors	<input type="checkbox"/>
Disciplinary Procedures	<input type="checkbox"/>
Curriculum Vitae of Key Personnel (Form 3A: Format of Curriculum Vitae (CV...))	<input type="checkbox"/>
Information regarding Completion of Three (3)	<input type="checkbox"/>
Contracts/Licences/Agreements/Engagements of a Similar Nature (Form 4A: Respondent’s Work Experience)	<input type="checkbox"/>
Client References for each aforementioned Contract/Licence/Agreement/Engagement (Form 5A: Client Reference Form)	<input type="checkbox"/>
Licensee Management Plan (includes Form 6A: Proposed Project Plan/Time Schedule)	<input type="checkbox"/>
Form 7A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data, Services and Facilities to be provided by the Client	<input type="checkbox"/>
Management Accounts for Three (3) Recent Financial Years	<input type="checkbox"/>
Banker’s Reference Letter (Form 8A: Sample Banker’s Reference Letter)	<input type="checkbox"/>
Cost-Benefit Analysis	<input type="checkbox"/>
Financial Projections	<input type="checkbox"/>
Gap Analysis	<input type="checkbox"/>
Notice of Directors	<input type="checkbox"/>
Certificate of Good Character for all Owners and Directors of the Organisation	<input type="checkbox"/>
Statement of Compliance with the OSH Act 2004	<input type="checkbox"/>
Statement of Compliance with the Minimum Wages Act 1998 (Form 9A: Respondent’s Declaration Form)	<input type="checkbox"/>
Disclosure of any or all Criminal or Civil Matters (Form 9A: Respondent’s Declaration Form)	<input type="checkbox"/>
Form 10A: Confidentiality Agreement	<input type="checkbox"/>

SECTION B: INSTRUCTION TO RESPONDENTS

1. INTRODUCTION

The *Ministry of Tourism, Culture and the Arts* is seeking to engage a suitably qualified Respondent to whom it can grant a **Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years.**

Respondents are hereby invited to submit a **Proposal in a sealed envelope.** The Proposal will form the basis for licence agreement negotiations and ultimately for a signed licence agreement.

Respondents are responsible for examining with care, all the documents and information provided in this Request for Proposal (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 Respondent associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the *Ministry of Tourism, Culture and the Arts.*

2. PROPOSAL FORMAT

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

- a) Title Page
- b) Table of Contents
- c) Letter of Transmittal
- d) Checklist of Documents to Accompany the Proposal
- e) Section B, Clause 16, Items a) to bb) to be included in the Proposal in the order listed

3. RESPONDENTS' REPRESENTATIVE

Respondents 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 Respondent's representative for the purpose of this RFP.

4. CONFLICT OF INTEREST

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

corporate interests. Respondents 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 *Ministry of Tourism, Culture and the Arts*.

Any Respondent who is found to have a **conflict of interest** with one or more parties in this RFP process shall be **disqualified**. A Respondent 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 *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, or terms of reference that are the subject of this RFP process.

In particular, any effort by Respondents 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 Respondent's bid.

Respondents are required to immediately inform the *Ministry of Tourism, Culture and the Arts*, in writing, should a conflict of interest (inclusive of any actual, potential or perceived conflicts of interest) arise at any time during the RFP process. Respondents are advised that a conflict of interest may result in a Respondent being disqualified and debarred from participating further in the RFP process. In making a submission, a Respondent warrants that its submission has not been prepared in collusion with any competitor.

In addition, Proposals may be rejected if:

- a) The Respondent fails to provide the relevant documents requested in this RFP which supports its ability to successfully operate and manage the Welcome Centre at the Galera Point Lighthouse Facility as specified in Section C of this RFP.
- b) The Respondent has pending litigation, which may adversely affect its ability to operate and manage the Welcome Centre at the Galera Point Lighthouse Facility as specified in Section C of this RFP.

5. WAIVER AND ALLOCATION OF RISK

The Respondent 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 Respondent 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* 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 Respondent 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. NON –EXCLUSIVITY

The licence granted to the successful Respondent in respect of the Welcome Centre at the Galera Point Lighthouse Facility is non-exclusive and will in no way prevent the *Ministry of Tourism, Culture and the Arts* from entering into licences, leases or other arrangements/contracts with any other party in respect of other segments, portions or amenities of the Facility.

7. CONFIDENTIALITY

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

8. MODIFICATION AND WITHDRAWAL OF BIDS

Respondents 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.

9. CHANGE TO PROPOSAL DOCUMENTS

Any clarification or change to these Proposal Documents, after the mandatory site visit and prior to the closing date specified herein will be made only by written addenda issued by the *Ministry of Tourism, Culture and the Arts* to each potential Respondent collecting these Proposal documents as at the date the clarification or change was made.

The *Ministry of Tourism, Culture and the Arts* will not be held responsible for any interpretations made by Respondents as a result 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 Respondent is required to acknowledge receipt of all addenda to the *Ministry of Tourism, Culture and the Arts* by email to mtca.pmfu@gov.tt.

10. CANCELLATION OF THE RFP PROCESS

The *Ministry of Tourism, Culture and the Arts* reserves the right to cancel the RFP process in its entirety or even partially for any reason without defraying any costs incurred by any individual, firm, organisation, joint venture or other interested party. Notice of such cancellation will be communicated to all participating Respondents.

11. BID 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 and further reserves the right to reject any and all parts of any and all Proposals. The *Ministry of Tourism, Culture and the Arts* reserves the right to reject any and all Proposals. The Ministry of Tourism, Culture and the Arts reserves the right to reject any Proposal which is judged to be in violation of the spirit and intent **to Respondents** of this RFP.

Respondents will immediately be disqualified from participating further in the RFP process where the submission:

- a) Engages in any collusive, fraudulent, obstructive or improper conduct in the preparation of their submission;
- b) Engages in collusive, coercive or improper conduct in discussions or negotiations with the *Ministry of Tourism, Culture and the Arts*' representatives;

- c) Attempts to influence or provide any form of inducement (personal or otherwise), reward or benefit to any of the *Ministry of Tourism, Culture and the Arts*’ representatives; OR
- d) Seek or attempts, by any means whatsoever, to manipulate the RFP process.

The *Ministry of Tourism, Culture and the Arts* reserves the absolute right to report any suspected irregular, collusive or anti-competitive conduct by Respondents to the relevant Authority/Authorities and to provide that Authority/those Authorities with all relevant information including, but not limited to, the Respondent’s submission.

12. EVALUATION OF PROPOSALS

Proposals received shall be subjected to a combination of pass/fail or yes/no and weighted evaluation criteria. Respondents will be required to demonstrate that they meet the minimum criteria outlined in Part C of Section C, 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 may not be considered further.

In addition, the Proposals will be examined on a **yes/no** or **pass/fail** basis to ensure that the mandatory minimum criteria outlined in Part C of Section C, 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 further considered.

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 proposal meets the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail basis.

C. QUALIFICATIONS EVALUATION CRITERIA

The *Ministry of Tourism, Culture and the Arts* will select an organisation from the submissions received that are deemed eligible and which satisfy the Evaluation Criteria identified herein. By making a submission, Respondents accept that they are bound by the *Ministry of Tourism, Culture and the Arts*' RFP process and the terms and conditions contained herein. Respondents must carefully examine the RFP and ALL information provided by the *Ministry of Tourism, Culture and the Arts* and shall:

- a) Fully acquaint themselves with the existing conditions at the Galera Point Lighthouse Facility and factor these conditions in the preparation of their submissions; and
- b) Consider all risks, contingencies and other circumstances relating to the operation and management of the Welcome Centre at the Galera Point Lighthouse Facility, and include adequate provision in the submission to manage such risks and contingencies.

EVALUATION CRITERIA

The *Ministry of Tourism, Culture and the Arts* will evaluate all Proposals based on the following criteria. To ensure consideration of your Proposal, it should be complete and include all listed information required to evaluate your submission. Submissions will be evaluated in accordance with the following criteria:

Table 1: Evaluation Criteria

No.	Evaluation Criteria	Points	Minimum Score
1	Statutory and Other Documents <ul style="list-style-type: none"> ● Certificate of Incorporation and (where applicable Certificate of Continuance) pursuant to the Companies Act (1 pt.) ● Certificate of Registration (1 pt.) ● National Insurance Scheme (NIS) Compliance Certificate (1 pt.) ● Value Added Tax (VAT) Clearance Certificate (1 pt.) ● Income Tax Clearance Certificate (1 pt.) 	5	
2	Presentation of Documents <ul style="list-style-type: none"> ● Documents are compiled in accordance with Section B, Clause 2, Proposal Format (3 pts.) 	3	
3	Administrative Capabilities	14	

No.	Evaluation Criteria	Points	Minimum Score
	<ul style="list-style-type: none"> ● Organisational structure (Form 2A) (3 pts.) ● Recruitment procedure for service providers and vendors (3 pts.) ● Details of training to be undertaken by the Respondent's personnel, service providers, and vendors (e.g. management, customer service, artisan, disaster risk management, etc.) (5 pts.) ● Disciplinary procedures (3 pts.) <p>Note:</p> <ol style="list-style-type: none"> 1. The recruited service providers and vendors should reside in the community surrounding the Galera Point Lighthouse Facility (within the municipality of the Sangre Grande Regional Corporation). 		
4	<p>Qualifications of Key Personnel</p> <ul style="list-style-type: none"> ● Suitability of qualifications of key personnel utilizing Curriculum Vitae (CV) (Form 3A) (3 pts.) ● Demonstrated experience of key personnel with projects of a similar nature utilizing CVs (Form 3A) (3 pts.) <p>Note:</p> <ol style="list-style-type: none"> 1. CVs must include copies of all certificates obtained by the key personnel, inclusive of, but not limited to training certificates. 	6	
5	<p>Proven Experience of the Respondent/Organisation</p> <ul style="list-style-type: none"> ● Completion of three (3) contracts/licences/agreements/engagements of a similar nature, that is, for vendor/event management, in the past ten (10) years (Form 4A) (3 pts.) ● Client references for each aforementioned contract/licence/agreement/engagement (Form 5A) (3 pts.) 	6	
6	<p>Licensee Management Plan</p> <ul style="list-style-type: none"> ● Profile on the organisation (3 pts.) 	56	

No.	Evaluation Criteria	Points	Minimum Score
	<ul style="list-style-type: none"> ● Proximity of Respondent to the Galera Point Lighthouse Facility based on their address (3 pts.) ● Goals/Objectives of the organisation (1 pt.) ● Unique value proposition (3 pts.) ● Target customer base (3 pts.) ● Proposed project milestones and timelines (3 pts.) ● Proposed initial modifications to Welcome Centre for Respondent’s daily operations (3 pts.) ● Details of Respondent’s daily operations (hours of operation on a regular day, hours of operation for special events, employee and customer parking management, garbage disposal/handling, etc.) (3 pts.) ● Details of incorporating green elements in daily operations, such as the use of environmentally friendly cleaning products, biodegradable serving instruments etc., and capital works as part of social, corporate responsibility to the natural environment and environmental sustainability; (3 pts.) ● List of services/products the Respondent intends to make available at the Galera Point Lighthouse Facility and its environs, and the required badges, permits and/or other documentation required for the authorised provision/sale of the said services/products (10 pts.) ● Method of monitoring and managing the service providers and vendors (3 pts.) ● Method of monitoring the quality of the services/products offered by the service providers/vendors (3 pts.) ● Health, safety and environment (HSE) protocols (3 pts.) ● Communication plan which caters for communication between: 		

No.	Evaluation Criteria	Points	Minimum Score
	<p>a. The Respondent and the <i>Ministry of Tourism, Culture and the Arts</i> (2 pts.)</p> <p>b. The Respondent and service providers and vendors (2 pts.)</p> <p>c. The Respondent and protective services (e.g. Police, Fire, ODPM, etc.) (2 pts.)</p> <ul style="list-style-type: none"> ● Marketing strategy to promote the Galera Point Lighthouse Facility, its environs, and the services and products to be provided at the Facility, both before and after the commencement of operating and managing the Welcome Centre (3 pts.) ● Evidence of social media marketing for each of the three (3) aforementioned contracts/licences agreements/engagements in No. 5 above (3 pts.) <p>Note:</p> <p>1. The opening hours of the Galera Point Lighthouse Facility are between 6:00 a.m. to 6:00 p.m. The Respondents' hours of operation on a regular day must be within this specified period.</p>		
7	<p>Financial Capability</p> <ul style="list-style-type: none"> ● Management Accounts for three (3) recent financial years (must be within the last five (5) calendar years) (3 pts.) ● Banker's reference letter (Form 3B) (1 pt.) ● Financial projections (3 pts.) ● Details of the financial arrangement (e.g. fixed fee or profit sharing arrangement) to be established (if any) between the Respondent and all service providers/vendors (3 pts.) 	10	
	Total	100	70 (70%)

Respondents must submit adequate evidence to support each of the criteria listed above and must attain an average score of seventy percent (70%) in order to qualify for consideration.

13. NEGOTIATION OF LICENCE AGREEMENT

The *Ministry of Tourism, Culture and the Arts* reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked Respondent to clarify, among other things, 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 Respondent fail, the discussions would be formally terminated. Negotiations will be conducted with the next ranked Respondent, and so on until the licence agreement can be successfully negotiated.

14. AWARD OF LICENCE AGREEMENT

The licence agreement will be executed following successful negotiations with the top-ranked, or subsequent Respondent (having achieved a minimum of 70% overall for the Proposal), and the fulfilment of the *Ministry of Tourism, Culture and the Arts* requirements for the creation of binding legal relations, including its internal approval process.

The successful Respondent and the *Ministry of Tourism, Culture and the Arts* shall make every effort to execute the formal contract within twenty-five (25) working days from the date of the Letter of Acceptance.

Unsuccessful Respondents will be so notified as soon as possible after the award of contract.

This RFP does not constitute a binding offer of award a **Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years**. Neither the RFP document nor the RFP process creates a process licence agreement or any legally binding relationship between the *Ministry of Tourism, Culture and the Arts* and a Respondent.

15. STANDSTILL PERIOD

The Ministry of Tourism, Culture and the Arts shall set a standstill period of ten (10) working days, commencing one minute after midnight on the day of dispatch of the Notice of Decision to Award.

16. PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions/specifications given herein. All forms are to be completed, duly signed and/or notarized by the Respondent's Authorized Representative and submitted in the appropriately labelled Proposal envelope. Failure to submit

all requested documentation may result in the Proposals not being considered for evaluation, or in Respondents failing to achieve maximum scores during the evaluation of Proposals.

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

- a) Form 1A: Proposal Submission Form;
- b) Certificate of Incorporation and (where applicable Certificate of Continuance) pursuant to the Companies Act;
- c) Certificate of Registration;
- d) Copy of National Insurance Scheme (NIS) Compliance Certificate valid as at the deadline date for submission of Proposals, or a letter of exemption from the National Insurance Board;
- e) Copy of Value Added Tax (VAT) Clearance Certificate valid as at the deadline date for submission of Proposals or a letter of exemption from the Board of Inland Revenue;
- f) Copy of Income Tax Clearance Certificate valid as at the deadline date for submission of Proposals, or a letter of exemption from the Board of Inland Revenue;
- g) Copy of Insurance – Public Liability;
- h) Copy of Insurance – Workmen's Compensation;
- i) Organisational structure (Refer to Form 2A: Team Composition and Task Assignments);
- j) Recruitment procedure for service providers and/or vendors;
- k) Details of training to be undertaken by the Respondent's personnel, service providers, and vendors;
- l) Disciplinary procedures;
- m) Curriculum vitae of key personnel which includes evidence of all relevant training certificates (Refer to Form 3A: Format of Curriculum Vitae (CV));
- n) Information regarding the completion of three (3) contracts/ licences/ agreements/ engagements of a similar nature in the past ten (10) years (Refer to Form 4A: Respondent's Work Experience);
- o) Client references for each aforementioned contract/licence/agreement/engagement (Refer to Form 5A: Client Reference Form);
- p) Licensee management plan (includes Form 6A: Proposed Project Plan/Time Schedule);
- q) Form 7A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data, Services and Facilities to be provided by the Client;
- r) Management Accounts signed by the Company's directors for three (3) recent financial years (must be within the last five (5) calendar years);
- s) A Financial Statement from a Financial Institution indicating the financial standing of the organisation (Refer to Form 8A: Sample Banker's Reference Letter);
- t) Cost-Benefit Analysis;
- u) Financial Projections;

- v) Gap Analysis;
- w) Notice of Directors with names of Directors and Principal Officer;
- x) Certificate of good character for all Owners and Directors of the organisation;
- y) Statement of compliance with the OSH Act 2004 (as amended) in the form of OSH requirements and OSH Policy Statement, as applicable;
- z) Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto (Refer to Form 9A: Respondent's Declaration Form);
- aa) Disclosure of any or all criminal or civil matters that the Respondent has had for the past ten (10) years. (Refer to Form 9A: Respondent's Declaration Form); and
- bb) Form 10A: Confidentiality Agreement.

17. PREPARATION AND SUBMISSION OF PROPOSALS

The Respondent 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. Respondents are advised to read all instructions carefully since failure to comply may result in the rejection of their submissions.

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

The Proposal shall be signed by the Respondent 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 initialled by the Respondent's duly authorized representatives.

Proposals should be as thorough and detailed as possible so that the *Ministry of Tourism, Culture and the Arts* may properly evaluate the Respondent's capabilities to operate and manage the Welcome Centre at the Galera Point Lighthouse Facility. **The Proposals shall be submitted in a sealed envelope.**

18. SUBMISSIONS AND DUE DATE

The Respondent is required to submit one (1) original, four (4) hard copy and one (1) PDF copy on a flash drive, of its Proposal, by **14th October, 2024 at 10:00 a.m.** addressed to:

Request for Proposal for a Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years

**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 sealed envelope should be labelled “ORIGINAL” or “COPY”, as appropriate and clearly labelled to the **back of EACH envelope** with:

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

The dimensions of the proposal box’s slot opening are **15 ½ inches x 4 ½ inches**. Respondents 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 *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 Respondents 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 Respondent.

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.

19. OPENING OF TENDERS

The Tender Box will be opened on **14th October, 2024 at 10:30 a.m.** on Level 10, Ministry of Tourism, Culture and the Arts by representatives of the Ministry of Tourism, Culture and the Arts. The opening of Proposals will be done virtually. Tenderers or their representative may view the opening via the scheduled Microsoft Teams Meeting link. The link will be sent via email at a later date.

20. VALIDITY PERIOD

Proposals shall be valid for a period not less than One Hundred and Eighty (180) 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 Respondents to extend the validity period of their Proposals. Any Respondent 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.

The Respondent is required to provide adequate insurance coverage for its operations and personnel in accordance with the Laws of the Republic of Trinidad and Tobago. See Clauses 11.17 and 11.18 from Section D: Draft Licence Agreement.

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 regulation in accordance with the required services. See Section D, Draft Contract.

SECTION C: TERMS OF REFERENCE

MTCA/F 08C-2024 – RFP FOR A LICENCE TO OPERATE AND MANAGE THE WELCOME CENTRE AT THE GALERA POINT LIGHTHOUSE FACILITY FOR A PERIOD OF THREE (3) YEARS

1. BACKGROUND

The *Government of the Republic of Trinidad and Tobago* (GORTT) through the *Ministry of Tourism, Culture and the Arts* is fully committed to stimulating and developing the tourism sector as a key contributor to economic transformation and growth. The *Ministry of Tourism, Culture and the Arts* is mandated to formulate tourism policy and strategy and has responsibility for guiding, regulating, overseeing and fostering the sustainable development and promotion of the tourism sector. The Galera Point Lighthouse Facility (“the Facility”) has been identified as one of the country’s premier sites and attractions.

The Galera Point Lighthouse Facility is located in North-Eastern Trinidad, at the end of the Galera Road. It is home to the Galera Point Lighthouse which is now a cultural heritage site and tourist attraction that overlooks the meeting point of the Atlantic Ocean and the Caribbean Sea. The Welcome Centre, approximately 1317 sq. ft. in size, is located to the right of the main entrance into the Facility. It is outfitted with four visitor benches, a receptionist’s station, an office space, and male and female washrooms intended to be used for staff members only.

It is envisioned that the Welcome Centre of the Facility shall be operated by an organisation which provides information on the wealth of tourism activities and products available at the Facility and its environs; facilitates bookings and payments for these activities, and manages various service providers and vendors on-site, ensuring that the services and products provided are of a high standard/quality, well-organised, and properly-marketed.

2. OBJECTIVES OF THE REQUEST FOR PROPOSAL

Via this Request for Proposal, the *Ministry of Tourism, Culture and the Arts* aims to:

- Dispose of the Welcome Centre of the Galera Point Lighthouse Facility to a suitable Respondent capable of operating and managing this area of the Facility, in accordance with Section C, Clause 3 of this RFP document, for a period of three (3) years.

3. SCOPE OF WORKS

The successful Respondent will be required to complete the following scope items, **daily**:

- a) Provide information to visitors, both verbally and written through the use of brochures, flyers, etc., on the services and products available at the Facility and its environs;
- b) Make bookings, as requested by visitors, for the various services, and manage the said bookings using a computer system;
- c) Facilitate payments for the bookings made prior to the commencement of the services, using a cash register for cash payments and a point-of-sale device for debit/credit card payments;
- d) Monitor the service providers responsible for offering various services to ensure that the services provided are of a high standard. This includes, but is not limited to ensuring:
 - i. Patrons and service providers wear personal protective equipment (PPE) that is appropriate for the activity they are engaged in;
 - ii. Service providers maintain clean booths/stalls/designated areas;
 - iii. Service providers provide good customer service; and
 - iv. Service providers possess valid badges, permits, and other required documents;
- e) Manage gift shop(s) which facilitate(s) the sale of the products to visitors, on behalf of the vendors from whom the products were received;
- f) Facilitate payments for the product(s) purchased, using a cash register for cash payments and a point-of-sale device for debit/credit card payments;
- g) Monitor vendors who sell tangible products (packaged food, craft, etc.) to ensure that the products and service provided are of a high standard. This includes, but is not limited to ensuring:
 - i. The products available for sale are of a high quality – product is in sealed packaging, product is primarily made using local ingredients, and packaging has labelling which provides the name of the product and main ingredients used to make it;
 - ii. Vendors maintain clean booths/stalls/designated areas;
 - iii. Vendors provide good customer service; and
 - iv. Vendors possess valid badges, permits, and other required documents;
- h) Ensure all waste generated by personnel, service providers and vendors are properly discarded in the 15 cubic yard bin at the Facility by the end of each business day;
- i) Incorporate green elements and ensure service providers and vendors incorporate green elements such as the use of environmentally friendly cleaning products, biodegradable serving instruments and packaging, etc.;
- j) Adhere to the HSE protocols outlined in the Respondent's proposal; and

- k) Market the activities and products available at the Facility and its environs on various social media platforms through the upload of photographs and videos of these products and services.

The successful Respondent will be required to complete the following scope items, **monthly**:

- a) Provide a report to the *Ministry of Tourism, Culture and the Arts* on the last day of each month. This report must include, but not be limited to:
- i. List of services and products which will be available at the Facility during the upcoming month;
 - ii. List of products which will be available for purchase at the gift shop;
 - iii. Business name and contact information of the service providers and vendors responsible for providing the services and products listed in i. and ii. above;
 - iv. Schedule for the services and products which will be available at the Facility in the upcoming month;
 - v. Number of bookings made for each service (e.g. tours, fishing, etc.) which was available in that month;
 - vi. Categories of tourists (domestic, regional, and/or international) and quantity of each category who participated in each service which was available in that month;
 - vii. Number of promotional content developed for events and the number of promotional content published for events in various media in that month;
 - viii. Number of promotional content developed for products and/or services available at the Facility and the number of promotional content published for products and/or services available at the Facility in that month;
 - ix. Types of products and/or services for which promotional content was published in that month;
 - x. Social media follower growth in that month when compared to the previous month;
 - xi. Number and types of incidents and/or accidents which occurred at the Facility in that month and how each incident and/or activity was addressed;
 - xii. Number of visitors who made a purchase at the gift shop in that month;
 - xiii. Total revenue generated at the gift shop in that month;
 - xiv. Issues experienced (if any) regarding the services for which the *Ministry of Tourism, Culture and the Arts* is responsible for providing;
 - xv. Number of persons employed directly at the Welcome Centre by the successful respondent in that month;
 - xvi. Total revenue generated from employment of personnel by the successful respondent in that month;
 - xvii. Types of training required to be undertaken by the successful respondent's personnel and the number of persons who possess each type of training as at the end of that month; and

xviii. Any other information the successful Respondent may deem as relevant.

The successful Respondent will be required to complete the following scope items, **on an as needed basis**:

- a) Notify the *Ministry of Tourism, Culture and the Arts*, in writing (in the form of emails or letters) and via phone call (Liaison Officer, Facilities Officer, and/or Facilities Manager) of any major issues at the Facility as it relates to accidents or injuries to visitors, personnel, service providers, and vendors within twenty-four (24) hours of the incident; major infrastructural repairs required, etc.; and
- b) Maintain external communication with protective services (e.g., Police, Fire, ODPM, etc.) in the event of emergencies.

4. RESPONSIBILITIES OF THE SUCCESSFUL RESPONDENT

The successful Respondent, subsequent to the establishment of a licence agreement with the *Ministry of Tourism, Culture and the Arts* must:

- a) Establish cordial liaison with the *Ministry of Tourism, Culture and the Arts*' Representatives (Liaison Officer, Assigned Facilities Officer, and Facilities Manager) and Clients;
- b) Obtain approval from the *Ministry of Tourism, Culture and the Arts* for all initial, proposed modifications to the Welcome Centre of the Facility in pursuit of the Respondent's successful operation. Proposals must include a description of the proposed modifications and the anticipated level of proposed capital investment. The proposed capital investment must be sufficient to provide a design for the proposed modifications, execute all proposed modifications, and address required code upgrades and Americans with Disabilities Act (ADA) requirements. The *Ministry of Tourism, Culture and the Arts* will collaborate with the successful Respondent to ensure the final modifications align with the *Ministry of Tourism, Culture and the Arts*' vision of transformation to generate appeal and visitor-ship;
- c) Obtain approval for the content to be included in all brochures, flyers, etc. to be distributed to visitors, prior to its purchase;
- d) Possess valid Public Liability and Workmen's Compensation Insurances for the duration of the licence agreement;
- e) Begin operating and managing the Welcome Centre at the Galera Point Lighthouse Facility as outlined in Section C, Clause 3, Scope of Works no later than thirty (30) days after licencing;
- f) Be subject to a **probationary period of one (1) year** from the date of commencement of operating and managing the Welcome Centre. The successful Respondent will be subject

to renewal, pending an assessment of their performance during this period, using Key Performance Indicators (KPIs) such as, but not limited to:

- i. Ability to provide the services and products listed in the successful Respondent's proposal (based on the percentage of services and products actually provided in comparison to the proposed list of services and products);
 - ii. Ability to meet the financial projections provided in the successful Respondent's proposal (based on the percentage of the financial projections actually achieved in comparison to the financial projections included in the proposal);
 - iii. Number of bookings made for services available at the Facility;
 - iv. The physical state and overall maintenance of the Welcome Centre and public washroom amenities at the end of the one (1) year period; and
 - v. Quality of social media content as it relates to the relevance, visual appeal, informative nature of the content posted and quantity of social media following;
- g) Be subject to negotiations to undertake additional responsibilities such as providing janitorial services, the provision and servicing one (1) 15 cubic yard bin in the car park, grounds maintenance and landscaping services, general maintenance services, and/or hygiene services, following the successful completion of the probationary period of one (1) year;
- h) Pay a monthly licence fee of Five Hundred Trinidad and Tobago Dollars (TTD\$500.00);
- i) Pay a one-time security deposit fee of One Thousand Trinidad and Tobago Dollars (TTD\$1,000.00) upon execution of the licence agreement between the *Ministry of Tourism, Culture and the Arts* and the successful Respondent;
- j) Engage service providers and vendors who reside in the community surrounding the Facility (within the municipality of the Sangre Grande Regional Corporation) to provide their own services and products at the Facility;
- k) Engage vendors who reside in the community surrounding the Facility (within the municipality of the Sangre Grande Regional Corporation) to supply their products (e.g. pre-packaged foods, crafts, etc.) to the successful Respondent to be sold to visitors;
- l) Similar to j) and k) above, facilitate interested/new service providers and vendors who wish to provide/sell their services/products at the Facility;
- m) Provide a company profile for each interested/new service provider/vendor for approval, prior to the commencement of providing their services or products at the Facility;
- n) Ensure that all service providers and vendors offering services and products at the Facility obtain business, food and liquor/beverage licences and permits from the relevant Regulatory Agencies and any other required licences, including but not limited to those from the Republic of Trinidad and Tobago for its proposed, intended use;
- o) Employ personnel who reside in the community surrounding the Facility (within the municipality of the Sangre Grande Regional Corporation);
- p) Provide personnel as indicated in the executed licence agreement;
- q) Ensure that personnel have no infractions with the law;

- r) Ensure that personnel, service providers, and vendors execute their functions with the highest level of professionalism and decorum. That is, personnel, service providers, and vendors have customer service training, artisan training, and disaster preparedness training, as required;
- s) Ensure that personnel are always in uniform and provided with the necessary equipment for the effective performance of their duties;
- t) Accept responsibility for personnel who do not perform in accordance with the terms and conditions of the Respondent's executed licence agreement with the *Ministry of Tourism, Culture and the Arts* and with the Respondent's disciplinary procedure;
- u) Seek guidance and acquire approvals from the *Ministry of Tourism, Culture and the Arts* regarding the handling of social media for the Facility;
- v) Request and acquire approval to host all planned (seasonal and promotional) events at the Facility, both during and outside of the opening hours, in writing, from the *Ministry of Tourism, Culture and the Arts* (Refer to the *Ministry of Tourism, Culture and the Arts'* Rental Policy);
- w) Forward all event applications submitted by the members of the public to the *Ministry of Tourism, Culture and the Arts* for approval;
- x) Keep a record of all approved (booked) events to be hosted at the Facility, on the computer system;
- y) Be responsible for all minor improvements, maintenance, repairs, emergency works, and other operating expenses associated with the Welcome Centre and its contents. This will include, but not be limited to minor improvements, maintenance, repairs, and/or emergency works regarding:
 - i. Furniture such as chairs, desks, shelving, etc. to house staff members and store informational resources (e.g. flyers, brochures, etc.) on tourism at the Facility and its environs;
 - ii. Equipment such as a computer system to record and manage bookings, cash register and point-of-sale device to facilitate payment transactions, etc.;
 - iii. Electrical fixtures, plumbing fixtures, painted surfaces, etc.; and
 - iv. Air conditioning units; and
- z) Return the Welcome Centre to its original condition as it was at the commencement of the licence agreement, upon expiration of the licence agreement.

5. RESPONSIBILITIES OF THE MINISTRY OF TOURISM, CULTURE AND THE ARTS

The *Ministry of Tourism, Culture and the Arts*, subsequent to the establishment of a licence agreement with the successful Respondent must:

- a) Provide and service one (1) 15 cubic yard bin in the car park, grounds maintenance and landscaping services, general maintenance services, hygiene services, and security services for the Facility, subject to change following the successful Respondent's successful completion of the probationary period of one (1) year;
- b) Provide HSE equipment (e.g. fire extinguishers) as required, throughout the Facility;
- c) Provide directional and HSE signage, as required throughout the Facility;
- d) Review and provide feedback as needed, on monthly reports submitted by the successful Respondent;
- e) Review and approve accordingly, all newly procured service providers and vendors;
- f) Provide guidelines and specifications for the service provider and vendor booths/stalls/designated areas, prior to the commencement of providing their services and products;
- g) Approve any branding of the successful Respondent, service providers, and vendors at the Facility and its environs, prior to its fabrication and installation;
- h) Approve minor improvements, maintenance, repairs, and/or emergency works to be executed by the Respondent, prior to its execution;
- i) Provide oversight of and cover the expenditure of all major infrastructural repairs and upgrades to the existing Welcome Centre building. For example, roof repairs, etc.; and
- j) Approve all planned events.

SECTION D: DRAFT LICENCE AGREEMENT

THE FORM, TERMS AND CONDITIONS OF THIS DRAFT LICENCE AGREEMENT HEREUNDER ARE SUBJECT TO CHANGE. THIS LICENCE AGREEMENT IS FOR REFERENCE PURPOSES ONLY. THE MTCA DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY USE THEREOF BY RESPONDENTS.

REPUBLIC OF TRINIDAD AND TOBAGO

THIS LICENCE is granted the day of in the Year of Our Lord Two Thousand and Twenty-Four BETWEEN **XXXXXXXXXXXXXXXX**, Permanent Secretary (Ag.), Ministry of Tourism, Culture and the Arts, which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the Ministry of Tourism, Culture and the Arts), Levels 8-10 Tower C, International Waterfront Complex, 1A Wrightson Road, Port of Spain, in the Republic of Trinidad and Tobago (hereinafter called "**the Ministry**") of the One Part; and **XXXXXXXXXXXXXXXX** a company duly incorporated under the Companies Act, Chap 81:01 of the Laws of the Republic of Trinidad and Tobago, having its registered office situate at XXXXXXXXXXXXXXXXXXXXXXXX in the Island of Trinidad (hereinafter called "**the Licensee**") of the Other Part.

WHEREAS

- A. The Ministry is charged with, amongst other things, developing and transforming Trinidad and Tobago into a premier tourist destination and the development of Trinidad and Tobago’s many cultural and artistic forms, through, inter alia, policy and strategic interventions, research, monitoring and evaluating trends, product development, digitisation of services, partnering with industry stakeholders and building awareness.

- B. In furtherance of its mandate, the Ministry has responsibility for a number of site facilities inclusive of the Galera Point Lighthouse Facility (hereinafter referred to as “the Facility”) and is required to institute arrangements for the maintenance, operations and upgrade of the said site facilities.

- C. The Ministry is desirous of granting a Licence for the management of the Welcome Centre (“the Services”) at the Facility more particularly described in the ***Request for Proposal for a Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a period of three (3) years*** which is hereto annexed and marked “**Appendix A**”. The Ministry, in furtherance of this invited Proposals for the provision of the Services.

- D. In response thereto, the Licensee submitted its **Proposal Package** which comprised, inter alia, its XXXXXXXXXXXXXXXXXXXX which is hereto annexed and marked as “**Appendix B**”.
- E. Of the bid proposals received, the Licensee emerged as the successful bidder and the designated entity to provide the Services. The Ministry, by Notice of Acceptance dated XX day of xxxx, 2024, informed the Licensee that it accepted its **Proposal Package**, subject to contract, to provide the Services in accordance with the Ministry’s **Request for Proposal for a Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a period of three (3) years**. The said **Notice of Acceptance** is hereto annexed and marked “**Appendix C**”.
- F. The Ministry is desirous of granting to the Licensee and the Licensee accepts such Licence from the Ministry, in accordance with certain terms and conditions as specified in this Licence.

NOW THEREFORE, the Ministry **HEREBY GRANTS** to the Licensee a Licence Agreement to operate and manage the Welcome Centre (hereinafter referred to as “the Centre”) situated at the Facility. This right to the use of the Centre shall be for a period of **THREE (3) YEARS** from the **XX day of XXXX, 2024** (hereinafter referred to as “the Licence Term”), unless otherwise determined in the manner hereinafter provided.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN the Ministry and the Licensee that this Licence confers no tenancy upon the Licensee and that exclusive possession of the Centre is, at all, times, retained by the Ministry, subject however, to the rights created by this Licence.

CONDITIONS OF LICENCE:

1. **Definitions**

The following terms, whenever used in this Licence, shall have the following meanings:

- (a) “**Commencement Date**” means the date on which the Licensee shall enter, use and occupy the Licensed Premises;
- (b) “**Dangerous infectious disease**” shall have the meaning as reflected in the Public Health Ordinance, Chap. 12 No. 4;
- (c) “**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;
- (d) “**Good and Tenantable Repair**” means the obligation of the Licensee to upkeep and maintain the proper condition and structure of the Centre consistent with the purposes for which they have been licenced;
- (e) “**GoRTT**” means the Government of the Republic of Trinidad and Tobago;
- (f) “**Improvements**” means any and all minor modifications and/or alterations to the aesthetics, interior and/or exterior of the Centre by the Licensee including but not limited to signage, painting, partitions, lighting, air conditioning and fire protection;
- (g) “**Liaison Officer**” means the person duly designated by the Ministry as the key point of communication between the Ministry and the Licensee, charged with, inter alia, ensuring the successful management and functioning of assets situated at the Facility (inclusive of weekends and public holidays), with on-site responsibility and oversight for all maintenance, security and construction works at the Facility;
- (h) “**Licence**” means this Licence between the Ministry and the Licensee;
- (i) “**Licence Term**” means the period in which the Licensee shall have occupation and use of the Centre;

- (j) “**Party**” means the Ministry or the Licensee as the case may be; “**Parties**” means both the Ministry and the Licensee;
- (k) “**Personnel**” means persons hired by the Licensee as staff and employees assigned to the performance of this Licence or any part thereof;
- (l) “**Probationary Period**” means the trial timeframe during which the performance and suitability of the Licensee will be assessed by the Ministry in exercise of its sole discretion; and
- (m) “**Working Day**” means each day on which the Ministry of Tourism, Culture and the Arts is open for business, that is, any day other than Saturday, Sunday and Public Holidays or a day on which the Ministry is authorised under by law or obligated to close.

Conditions of Licence:

2. Licence Term and Probationary Period

- 2.1 Subject to Clause 2.2 and 20 herein, the Licensee has the right to operate and manage the Centre for a period of **THREE (3) YEARS** from the XX day of XXXX, 2024 to the XX day of XXXX, 2027 (the “Licence Term”) on the terms and conditions contained herein.
- 2.2 Notwithstanding, Clause 2.1. and 20 herein, it is understood and agreed between the Parties that the **first (1st) year** of the Licence Term shall constitute a Probationary Period during which period the Ministry may, in its absolute discretion, terminate the Licence agreement, for failure to meet the Ministry’s required key performance indicators. The Parties hereby each acknowledge that such termination by the Ministry shall in no way constitute a breach of contract.
- 2.3 Subject to Clauses 2.2 and 14, upon successful completion of the Probationary Period and the Licensee’s achievement of the Ministry’s key performance indicators, the Ministry shall have the opportunity to enter discussions with the Licensee to increase its responsibilities including but not limited to the provision of one (1) 15 cubic yard bin in the car park, grounds maintenance and landscaping services, general maintenance services, and/or hygiene services.
- 2.4 There shall be no extension or renewal of the terms of this Licence nor any right to hold over except as expressly otherwise agreed in writing by the Parties hereto. Any relationship between the Parties after the Licence Term hereof shall be subject of a new Licence.

3. Payment Terms

- 3.1 The Licensee shall pay to the Ministry at the times and in the manner specified hereunder:
 - 3.1.1 The monthly licence fee of **FIVE HUNDRED TRINIDAD AND TOBAGO DOLLARS (TTD\$500.00)**, *clear of all deductions*, payable, in advance, on the last Working Day of each month until the determination of the Licence Term;
 - 3.1.2 Payment of the value of the first and last month’s fee as a security deposit in the total sum of **ONE THOUSAND TRINIDAD AND TOBAGO**

DOLLARS (TTD\$1,000.00) upon the execution of this Licence. The said Security Deposit shall be held by Ministry without liability for interest and as security for the Licensee's observance of the terms, conditions and obligations under this Licence, it being expressly understood that the Security Deposit shall not be considered an advance payment of a licence fee or a measure or limitation of the Ministry's damages in case of default by the Licensee;

- 3.1.3 The Payments set out at Clause 3.1.1 herein are to be made via cash or Manager's Cheque(s) payable to the Permanent Secretary of the Ministry of Tourism, Culture and the Arts and must be paid in person (or by a duly authorised representative) to the Finance and Accounts Unit, the Ministry of Tourism, Culture and the Arts, Level 8, Tower C, International Waterfront Complex, 1A Wrightson Road, Port of Spain;
- 3.1.4 The Ministry reserves the absolute right to vary this Licence by increasing the monthly licence fee following one (1) month's notice in writing to the Licensee of such variation;
- 3.1.5 If the Licensee fails to pay to the Ministry any outstanding monthly licence fee by the 5th day of the following month, the Licensee agrees to pay to the Ministry, a late payment fee in the amount of **ten percent (10%)** of the outstanding sum, in addition to the outstanding licence fee. The Licensee shall pay such amount for *each* calendar month in which all or any part of any payment remains outstanding; and
- 3.1.6 Acceptance of the late payment fee by the Ministry shall not constitute a waiver of the Licensee's defaults with regard to the overdue amount or prevents the Ministry from exercising any of its rights and remedies pursuant to this Licence.

4. Improvements to the Centre by the Licensee

- 4.1 The Licensee shall, at all times, collaborate with the Ministry to finalise the modifications of the design for the Improvements to ensure alignment with the Ministry's vision for the transformation of the Facility.
- 4.2 Notwithstanding Clause 4.1 herein, the Licensee shall not, at any time, execute any Improvements without the prior written approval of the Ministry.
- 4.3 The Licensee shall, at all times, ensure that it has adequate capital to the satisfaction of the Ministry to complete any and all of the Improvements and execute the overall operations of the Centre.
- 4.4 Any and all of the Improvements, executed with the Ministry's approval, shall, subject to the Ministry's exercise of its sole discretion, be deemed and become the property of the Ministry upon installation and shall be surrendered to the Ministry upon termination pursuant to Clause 20 unless otherwise mutually agreed, in writing, between the Parties.

- 4.5 The Improvements are intended to be for the convenience of the Licensee and are not intended to be a substitute for Licence fee or any part thereof.

5. **Maintenance/Repair of the Centre**

- 5.1 The Licensee shall be responsible for all Improvements, upkeep, maintenance and operating expenses associated with the Centre, including but not limited to, any and all fixtures, fittings and any other relevant fittings installed by the Licensee.
- 5.2 Further to Clause 5.1 herein, the Licensee shall, at the Licensee's sole cost and expense, make all repairs to the Centre, licenced premises and fixtures therein which the Ministry is not required to make pursuant to this Licence, shall maintain the Centre and the areas immediately surrounding the Centre (including but not limited to all garbage enclosures, landscaping), in a good, clean safe and sanitized condition. Pursuant to this obligation, the Licensee shall also properly and regularly and/or as otherwise instructed by the Ministry dispose of its garbage in the skip bins provided at the Facility.
- 5.3 The Licensee shall keep the Centre, all electrical, plumbing, sanitary fixtures and/or fittings in good and tenatable repair (reasonable wear and tear excepted) and shall not remove or permit to be removed any part thereof from the Centre without the prior written approval of the Ministry.
- 5.4 If the Licensee fails to keep the Centre in good and tenatable repair, upon inspection by a duly authorised representative/agent of the Ministry, the Ministry may, in exercise of its sole discretion:
- 5.4.1 execute any and/or all necessary repair works to the Centre;
- 5.4.2 forward the invoice of the completed repair works to the Licensee whereby the Licensee shall have ten (10) days in which to pay the total cost of same as liquidated damages to the Ministry; and
- 5.4.3 if the Licensee fails to pay the Ministry in accordance with Clause 5.4.2 above, the Ministry hereby reserves the right to immediately terminate the Licence as if written notice was given (unless an extension of time has been granted by the Ministry upon the Licensee's written request).
- 5.5 The Licensee shall at the determination of the Licence term, deliver up the Centre to the Ministry, in such condition as aforesaid and if any of the electrical, plumbing, sanitary and/or other fixtures or other effects of the Centre was broken or damaged, the Licensee shall:
- 5.5.1 Forfeit the Security Deposit as compensation to the Ministry for the said damages; and
- 5.5.2 If the value of the damages are in excess of the Security Deposit, pay within ten (10) days of receipt of a written notice, to the Ministry the outstanding amount for the damages done as the case may be including but not limited to the cost of labour to conduct the necessary repairs.

6. Utilities and Equipment

- 6.1 The Licensee shall not add to or in any way alter or interfere with the electrical wiring (including meters), plumbing, fittings and/or other apparatus installed in connection with the supply or use of electricity, gas or water provided by the Ministry or provide any other kind of lighting except with the prior written approval of the Ministry.
- 6.2 The Ministry shall not be responsible, in any manner whatsoever, for any damages caused to the Licensee if the electrical circuitry is overloaded by the Licensee or by any third party other than the Ministry or its agents in the event of voltage fluctuations or other variations from normal supply conditions or where the electrical condition is overloaded.
- 6.3 The Licensee in respect of any voltage sensitive equipment at the Centre, shall provide its own stabilizing equipment to meet the limits of the sensitivity of such equipment. The Licensee shall seek and obtain the prior written approval of the Ministry before installing any such equipment.
- 6.4 The Licensee shall be solely responsible for the payment of water charges, inclusive of any and all bill arrears, interest charges and/or re-connection fees relative to the Centre and its use thereof. However, until a direct water connection is installed at the Centre, the Ministry will be responsible for such payment in the interim.
- 6.5 Further to Clause 6.4 above, the Licensee shall ensure, at all times, that its Personnel/service providers/vendors exercise proper water conservation methods (including but not limited to regular maintenance and monitoring of toilets (check for leaks and ensure that taps are turned off completely) to avoid wastage of water at the Centre during the term of the Licence.
- 6.6 The Licensee shall be solely responsible for the payment of the electricity charges, inclusive of any and all bill arrears, interest charges and/or re-connection fees relative to the Centre and its use thereof.
- 6.7 Subject to Clause 6.6 herein, the Licensee shall provide the Ministry with a copy of the receipt of payment of the electricity charges within five (5) working days of payment of same. The method of provision of the receipt shall be agreed between the Parties. If the Licensee fails to produce the said receipt within the time specified herein, the Ministry may exercise its rights pursuant to Clause 20 hereunder.
- 6.8 All utilities shall only be used by the Licensee for the commercial activities related to this Licence and shall not be wasted/misused.

7. Right of Entry

- 7.1 The Ministry, its duly authorised personnel and/or agents reserve the right to enter upon, view and/or inspect the condition of the Centre and its immediate surroundings during the said Licence Term for the purpose of ascertaining whether the terms and conditions herein are being observed and performed.

- 7.2 The Ministry shall have the right to execute both scheduled and/or unscheduled inspections upon the Licensee. No notice of inspection is required by the Ministry in emergency cases as such notice is automatically waived.

8. **Health and Safety**

- 8.1 The Licensee shall at all times comply with the directions of the Ministry as may be required and/or issued from time to time as well as ensure its compliance with any and all environmental management, health and safety legislation including but not limited to the Occupational Safety and Health Act, Chapter 88:08 and relevant Public Health Ordinances and Ministry of Health Guidelines *Coronavirus Disease (“COVID-19”)*/Dangerous infectious disease related or otherwise), so as to minimise any negative health, safety and environmental or other impacts.
- 8.2 The Licensee shall provide and maintain adequate safety devices and equipment in the Centre, including but not limited to a fire extinguisher, First Aid Kit as well as any other safety devices and/or equipment as directed by the Ministry or any relevant regulatory agencies.
- 8.3 The Licensee, as well as its Personnel shall be duly trained and qualified in the performance of any and all safety practices necessary to the execution of their duties and the usage of any emergency or safety devices and equipment.
- 8.4 The Licensee and/or its duly authorised representative shall conduct monthly health and safety briefings with all Personnel under its charge, particularly as it relates to compliance with any and all public health and/or Dangerous infectious disease related legislation and upon completion, the Licensee and/or its duly authorised representative shall efficiently and effectively record same for submission upon the Ministry’s request.
- 8.5 The Licensee shall report as soon as possible any and all injuries and/or dangerous occurrences to the Ministry or any duly designated representative/agent of the Ministry including but not limited to the Liaison Officer.
- 8.6 The Licensee and/or its duly authorised representative shall maintain communication with the Ministry’s Liaison Officer, the Protective Services including but not limited to the Trinidad and Tobago Police Service, the Trinidad and Tobago Fire Service, in respect of any emergency at the Centre and/or the Facility.
- 8.7 The Licensee shall maintain the Centre in such a manner that will avoid improper stacking/storage of items, tripping and falling hazards and potential fire sources. The Licensee shall keep the floors and walkways clear of obstructions, debris and oily/wet substances at all times. There must be unobstructed egress from all work areas.
- 8.8 The retention and/or use by the Licensee of any and all equipment brought into the Centre or the Facility by the Licensee (its Personnel, agents or representatives) shall, at all times, be subject to the inspection and approval of the Ministry (or the Ministry’s duly designated representatives), any relevant regulatory agencies and/or appropriate authorities.

- 8.9 The Licensee shall ensure that its parking and storage of equipment, goods or materials does not, at any time, block permitted aisle ways and emergency equipment.
- 8.10 The Licensee shall be solely responsible for the security of the said Centre, its fittings, equipment, merchandise, goods and other belongings therein.
- 8.11 The Licensee shall maintain a safe and hygienic working environment in accordance with the Ministry of Health's guidelines highlighted in "*The New Normal-Reopening Guidelines for Businesses, Facilities and Institutions May 2020*" or any updated guidelines enforced declared by the Ministry of Health in respect of COVID-19 or otherwise. A copy of the said guideline can be found on the Ministry of Health's website at www.health.gov.tt and the cover page for same is hereto attached as "**Appendix B**".

9. **Assignment Prohibited**

- 9.1 The benefit of this Licence is personal to the Licensee and it is therefore not assignable. The rights granted by this Licence may only be exercised by the Licensee and its duly authorised employees or agents.

10. **Indemnity**

- 10.1 The Licensee shall indemnify and hold the Ministry harmless against all claims, including costs, attorney's fees, and expenses incurred in connection therewith, for death or injury to any person or persons or for loss of or damage to property of any person or persons, during the Licence Term, or arising out of the use and/or occupancy of the Centre by the Licensee, or due to the Licensee's non observance or non-performance of any laws, ordinances, rules, and regulations or these covenants.
- 10.2 If the Centre or any part thereof at any time during the said Licence Term, shall be so damaged or destroyed by fire or other casualty/natural disaster and rendered so as to be unfit for occupation and use, not due to the Licensee's negligence or willful act/omission or that of its employees, agents or visitors, the Ministry shall have no obligation to repair or restore same, unless it shall so elect in its sole discretion. If the Ministry does not elect to repair or restore the Centre within one (1) month of such event, this Licence shall forthwith be deemed to have terminated without further liability of either Party to the other for any fees accruing subsequent to such event, and/or for utility or other services, for which the Ministry may be responsible unless otherwise mutually agreed in writing between the Parties.
- 10.3 The Ministry shall not be liable to the Licensee or to any person exercising the rights under this Licence for any personal injury, damage, loss or inconvenience howsoever or wherever caused to them or any goods or chattels brought by any person on to the Facility or the Centre (i.e. the property of the Ministry or the GoRTT) it being the intention of and agreed between the Parties hereto that the Licensee and any other person exercising the rights at the invitation of the Licensee shall do so at the latter's risk. Accordingly, the Licensee agrees to indemnify the Ministry against all claims by

any lawful visitor to the said Centre who shall have entered same for the purpose in whole or in part of lawfully visiting the Licensee or with the latter's permission.

11. General Obligations

The Licensee shall:

- 11.1 fully launch and manage the Centre in accordance with its Ministry approved *Proposal Package* (hereto annexed as “**Appendix B**”) and management plan no later than **thirty (30) days** after the execution of the Licence Agreement;
- 11.2 ensure its Personnel/employees/vendors/service providers execute their functions in relation to the operations of the Centre with all due diligence, skill, care, efficiency and economy to also ensure value for money, in accordance with the highest professional industry standards;
- 11.3 provide evidence of customer service training and/or updated/new certificates of good character (to the satisfaction of the Ministry) in respect of any and all directors, employees/Personnel or staff or any replacement directors, employees/Personnel or staff where requested by the Ministry;
- 11.4 provide the Ministry, upon execution of this Licence Agreement, with a single point of contact (hereinafter the “**Licensee Coordinator**”) who shall be responsible for coordinating all interactions between for the handling any questions, issues or problems that may arise during and pursuant to this Licence Agreement;
- 11.5 comply with such policies, rules, regulations and/or any other written directives as the Ministry and/or the GoRTT may from time to time may issue including but not limited to policies, rules, regulations, emergency procedures and/or other directives issued in relation to the operation and use of the whole or any part of the Facility which it now uses/controls and upon which the Centre stands;
- 11.6 **at all times**, during the Licence Term, occupy and manage the Centre on a **regular and reasonable basis**. Irregular operation/closure of the Centre without cause shall be deemed to be reasonable ground for termination of this Licence;
- 11.7 ensure that its Personnel/employees/staff/vendors/service providers are, at all relevant times, provided with all the equipment necessary for the effective execution of their duties at the Centre and/or the whole or any part of the Facility;
- 11.8 ensure that all Personnel/employees/vendors/service providers are, at all times, appropriately and duly attired during their execution of duties at the Facility;
- 11.9 be solely responsible for ensuring that all vendors obtain business food and beverage licences and/or permits and any other required licences from the relevant Regulatory Agencies including but not limited to the Ministry of Health;
- 11.10 sustainably and effectively manage the operation of the Centre and comply with relevant statutes and obligations imposed by law by the appropriate authorities and shall

provide the Ministry with copies of all requisite approvals/licences such as the Ministry of Health's Food Badge and liquor licence pursuant to the Liquor Licences Act, Chap. 84 :10 (where applicable);

- 11.11 in the interests of enhancing local capacity, business development and employment, give preference, to the maximum extent compatible with the efficient and economic operations of the Centre, to Personnel/service providers/vendors' products and services produced, distributed and offered in the locality of municipality of the Sangre Grande Regional Corporation, provided these are offered at competitive price, quality and other commercial terms, conditions and are readily available on a dependable basis as competing products and services that could be obtained elsewhere;
- 11.12 in addition to complying with all environmental and safety requirements stated herein and in furtherance of Clause 8.1. herein, contribute to a sustainable environment and the reduction of its carbon footprint, to the maximum extent practicable, use environmentally conscious materials and practices in the management and operations of the Centre including but not limited to water conservation, recycling, the use of materials and practices to reduce waste volume and toxicity, wherever possible, (including the use of eco-friendly cleaning products and minimizing food wastage and the use of plastics), use of biodegradable and compostable products, re-useable cutlery, energy efficient and saving appliances, light-emitting diode (LED) lighting and waste sorting;
- 11.13 not permit or suffer to be done upon or within the Centre anything which constitutes or which in the opinion of the Ministry becomes a nuisance or annoyance to or in any way interfere with the quiet and peaceful use of the other portions of the Facility now under the Ministry's control or any adjoining or neighbouring premises. Such behaviour includes, but is not limited to, obscene language, shouting, physical violence and threats;
- 11.14 where requested, provide to the Ministry, documentary proof to the satisfaction of the Ministry of any and all relevant, statutory compliance documents (including but not limited to Value Added Tax (V.A.T.) registration number and V.A.T. Clearance Certificate; National Insurance Compliance Certificate, Board of Inland Revenue (B.I.R) Number and Pay As You Earn (P.A.Y.E) Number) or any other statutory compliance documents requested by the Ministry;
- 11.15 at all times, maintain its business registration status as a limited liability company for the entirety of the Licence Term;
- 11.16 seek and obtain the prior and written non-objection of the Ministry for any change in its business registration status, including but not limited to any change to directorship and/or beneficial ownership of the Licensee and shall provide to the Ministry any and all updated notices and/or other documents, as requested by and to the satisfaction of the Ministry, relative to the Licensee;
- 11.17 upon the Commencement Date and throughout the Licence Term, obtain and maintain, at its sole cost and expense, Workmen's Compensation Insurance to the extent required

by law and where requested, provide the Ministry with a copy of the relevant policies, insurance certificates and any other statutory approvals;

11.18 maintain adequate insurance for its overall operations at the Facility (including but not limited to public liability insurance) and in respect of its possessions/contents (including but not limited to furniture, tools and equipment) in the Centre;

11.19 not do or permit to be done anything whereby the policy or any policies of insurance relative to the Centre may become void or voidable or whereby the rate of premium thereon may be increased;

11.20 seek and obtain the prior written non-objection from the Ministry to host any events at the Centre and/or Facility (seasonal and promotional) as well as the advertising of same on any and all social media platforms; and

11.21 in addition to the abovementioned obligations for the operation of the Centre, the permissible usage of the Licensed Premises is further particularised in “**Appendix C**” hereto attached.

12. **Specific Obligations**

The Licensee shall:

12.1 *To be inserted*

13. **Ministry’s Obligations**

The Ministry shall:

13.1 in a timely manner, consider the approval of any relevant branding upon the written request of the Licensee; such approval may be withheld in the sole and absolute discretion of the Ministry;

13.2 reserve the right to facilitate advertisements on the Centre and/or Facility; and

13.3 monitor and evaluate the operations and compliance of the terms and conditions of this Agreement by the Licensee.

13.4 *More to be inserted*

14. **Modification/Variation/ /Waiver**

14.1 No variation, change in, or addition to, or waiver of any of the provisions of this Licence shall be binding upon the Parties unless in writing and signed by the Parties. No waiver by either Party of any breach of the other Party of any of the provisions of this Licence shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Licence.

14.2 Notwithstanding Clause 14.1 hereinabove, **Appendix C** hereto may be varied/modified or amended at any time at the sole discretion of the Ministry. The Licensee shall be bound by any modification or amendment to **Appendix C** upon receipt of notice of such amendments from the Ministry.

15. **Notice**

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Licence shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail or facsimile transmission, if given at the following address:

FOR THE MINISTRY:

Permanent Secretary (Ag.)
Ministry of Tourism, Culture and the Arts
Level 9
Tower C, International Waterfront Complex
#1A Wrightson Road
Phone No: 1(868) 612-8853/624-1403
Fax No: (868) 624-0635

FOR THE LICENSEE:

Name: XXXXXXXXXXXXXXXX
Position: XXXXXXXXXXXXXXXX
Company's Name: XXXXXXXXXXXXXXXX
Company's Address: XXXXXXXXXXXXXXXX
Company's Phone No: 1-(868) XXXXXXXX

15.2 Each of the Parties shall give notice to the other of the change or acquisition of any address, electronic mail address or telephone facsimile or other number at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

16. **Representatives**

16.1 All other queries and communications shall be directed to the authorised Liaison Officer, or any other person duly authorised by the Permanent Secretary on behalf of the Ministry, as the first point of contact as follows:-

Mr. XXXXXXXXXXXX
Senior Planning Manager
Projects Management and Facilities Unit
XXXXXXXXXX@gov.tt
612-8853/624-1403

OR

Mr. XXXXXXXX
Facilities Manager
Projects Management and Facilities Unit
XXXXXXXXXX@gov.tt
612-8853/624-1403

17. **Force Majeure**

17.1 **Definition**

Further to the definition in Clause 1(c) above and for the purposes of this Licence “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, Dangerous infectious diseases, pandemic, epidemic, 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.

17.2 Force Majeure shall not include:

17.2.1 Any event which is caused by the negligence or intentional action of a Party or such Party’s Personnel or agents;

17.2.2 Any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Licence and avoid or overcome in the carrying out of its obligations hereunder; or

17.2.3 Insufficiency of funds or failure to make any payment required hereunder.

17.3 **No Breach of Licence**

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 Licence 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 Licence.

17.4 **Measures to be Taken**

17.4.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

17.4.2 A Party affected by an event of Force Majeure shall notify the other Party in writing of such event as soon as possible.

17.4.3 The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

17.5 **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.

17.6 **Resumption of Services**

In the event that the Ministry is satisfied that the Force Majeure event has been remedied, the Ministry shall give written notice to the Licensee to resume the performance of its obligations.

18. **Settlement of Disputes**

18.1. **Amicable Settlement**

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

18.2. **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.

19. **Fairness and Good Faith**

19.1. **Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Licence and to adopt all reasonable measures to ensure the realisation of the objectives herein.

20. **Termination**

20.1. Notwithstanding the provisions of Clause 18 herein, this Licence may be terminated by the Ministry in the following circumstances:

20.1.1. If the Licensee fails to pay the monthly licence fee in accordance with Clauses 3.1.1 and 3.1.3 herein;

20.1.2. If the Licensee at any time, breaches, fails to observe or perform any of the conditions, its obligations or provisions stated herein or as identified by the Ministry, or

20.1.3. If the Licensee irregularly operates/ frequently closes the Centre.

20.2. This Licence may otherwise be terminated by either Party giving the other Party **thirty (30) calendar days'** notice in writing.

20.3. If the Licensee breaches, fails to observe or perform any of the conditions/provisions hereinabove, including but not limited to "**Appendix C**", the Ministry shall:-

- 20.3.1. issue a warning letter demanding the rectification of and remedy for the breach within fourteen (14) calendar days or any other period as may be deemed necessary by the Ministry.
- 20.3.2. If upon the expiration of the fourteen (14) calendar days (or such other period indicated by the Ministry), the Licensee fails to comply with the said letter at Clause 20.3.1 above, the Ministry shall issue a Notice to Quit upon the Licensee to deliver up vacant possession of the Licensed Premises within thirty (30) calendar days of the date of the Notice.
- 20.3.3. Upon termination or surrender of this Licence, the Licensee shall vacate and surrender the Licensed Premises to the Ministry pursuant to and in accordance with the terms and conditions stated herein.
- 20.3.4. Upon the expiration of the thirty (30) calendar days cited at Clause 20.3.2 herein, the Ministry, its duly authorised agents may, in exercise of its sole and absolute discretion, enter upon the said Licensed Premises and proceed in accordance with Clause 20.6 herein.
- 20.4. Notwithstanding Clauses 20.1, 20.2 and 20.3 herein, the Ministry retains the absolute right, at all times, (without liability or penalty), to immediately terminate this Licence (such termination to be effective immediately upon delivery of notice to the Licensee) should the Licensee acquire a criminal record during the Licence Term. The Ministry, in furtherance of this Clause, may pursue any and all avenues provided by law to obtain proper compensation from the Licensee for any losses/damages incurred in respect thereof.
- 20.5. At the termination or surrender of this Licence, the Licensee shall forthwith, remove its all of its property at the Facility, and quit and surrender the Centre, and any other area of the Facility used by the Licensee, broom clean and in good order, original condition and repair, ordinary wear and tear and excepted. The Licensee also hereby warrants to make good any damages caused by the said removal including but not limited to any damages cause to the Facility or to any or all of the Ministry's/GoRTT's mechanical systems and/or equipment and fixtures thereon.
- 20.6. If Licensee fails to remove any of its Property within three calendar (3) days after the expiration of the thirty (30) day period cited at Clauses 20.3.2 and/or Clause 20.3.4, the Ministry, at the Licensee's sole cost and expense, shall be entitled (but not obligated) to discard or remove and/or store the Licensee's Property. The Ministry shall not be responsible for the value, preservation or safekeeping of Licensee's Property. Licensee shall pay to the Ministry, upon demand, any expenses and storage charges incurred. Where the Licensee fails to remove or retrieve its property from the Centre/Facility or storage, within the aforesaid three (3) day period, the Ministry may also, in exercise of its sole discretion, deem all or any part of Licensee's Property to be abandoned and title to the Licensee's Property shall vest in the Ministry.

IN WITNESS whereof, the **PARTIES** have caused **THIS LICENCE** to be executed in triplicate as of the date first hereinabove written.

SIGNED by the within-named)
XXXXXXXXXXXXXXXXXX)
Permanent Secretary (Ag.),)
Ministry of Tourism, Culture and the Arts)
for and on behalf of the Government of)
the Republic of Trinidad and Tobago)
in the presence of: -)

SIGNED by the within-named)
XXXXXXXXXX)
Director)
for and on behalf of)
XXXXXXXXXX)
in the presence of: -)

SECTION E: SAMPLE FORMS

- Form 1A: Proposal Submission Form
- Form 2A: Team Composition and Task Assignments
- Form 3A: Format of Curriculum Vitae (CV) for Proposed Key Professionals to be assigned to the Project
- Form 4A: Respondent's Work Experience
- Form 5A: Client Reference Form
- Form 6A: Proposed Project Plan / Time Schedule
- Form 7A: Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client
- Form 8A: Sample Banker's Reference Letter
- Form 9A: Respondent's Declaration Form
- Form 10A: Confidentiality Agreement
- Appendix I RFP Acknowledgement Form

Note: The Respondents must fill in the appropriate information in the enclosed forms and submit these forms as part of the Proposal. In addition, the Respondent 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 Respondent'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 *services* in accordance with your Request for Proposal dated 30th August, 2024. We are hereby submitting our Proposal which includes this Proposal sealed in an envelope.

If negotiations are held during the period of validity of the Proposal of one hundred and eighty (180) days, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from licence agreement negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Address:

FORM 2A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

**FORM 3A: CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL TO BE
ASSIGNED TO THE PROJECT**

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:

[Summarize college/university and other specialized 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 4A: RESPONDENT’S WORK EXPERIENCE

**Relevant Services Carried Out in the Last Ten (10) Years
That Best Illustrate Qualifications**

Using the format below, provide information on assignments of similar nature and complexity completed by your organisation i.e., three (3) contracts/licences/agreements/engagements for the provision of vendor/event management services over the past ten (10) years. Respondents 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.

Contract of similar size and nature	
Contract Name	
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 Duration - Number of professional and support staff assigned to the engagement - Actual start and end dates - Contract variance (amount and reasons, if any) 	

FORM 5A: CLIENT REFERENCE FORM

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

Signature (Respondent's Duly Authorised Representative): _____ Date: _____

PART C <i>(To be completed by the Respondent'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 finished 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: _____

Date: _____

Stamp

FORM 6A: PROPOSED PROJECT PLAN / TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT

Project Plan / Time Schedule

	<i>[1st, 2nd, etc. are days from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work) etc.													
<i>Note: Provide a detailed listing of the tasks to be completed for perform the services, along with an estimated timeline for each task.</i>													

FORM 7A: COMMENTS AND SUGGESTIONS OF CONSULTANTS 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 (name of the public body):

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

FORM 8A: SAMPLE BANKER'S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

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

Dear Sir:

(Name of company)

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 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 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)

FORM 9A: RESPONDENT'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.

FORM 10A: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 20__.

BETWEEN

The Ministry of Tourism, Culture and the Arts with its Head Office located at Levels 8-10, Tower C, International Waterfront Complex, 1A Wrightson Road in the city of Port of Spain in the island of Trinidad (hereinafter referred to as “MTCA”) of the One Part; and

(hereinafter referred to as “the Contractor/Supplier/Consultant”) of the Other Part.

1. The **Ministry of Tourism, Culture and the Arts** is considering seeking Proposals in anticipation of awarding a Licence Agreement (hereinafter called the “Licence Agreement”) for a **Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years**.
2. The Respondent wishes to submit a Proposal for the said Licence Agreement.
3. Whereas, the Parties intend to exchange information and in the course of such activities it is anticipated that the Parties may wish to disclose to each other proprietary information, which information the Parties regard as confidential.

NOW IT IS HEREBY AGREED as follows:

Definitions

1. In this Agreement, the following words shall have the meanings hereby assigned to them:

“Agent”, in relation to any office or other person includes its/his employees, directors, contractors, sub-contractors, advisers, consultants, legal representatives, accountants and auditors.

“The Ministry of Tourism, Culture and the Arts” means _____ and the legal successors in title to this entity.

“Disclose” includes but is not limited to any act of divulging, releasing, communicating, transmitting, broadcasting or otherwise transferring or imparting Material Information by any means whatsoever to any person, whether individual or corporate. “Disclosed”, “disclosure” and “disclosing” shall be construed accordingly.

“Excepted Information”, in relation to either party disclosing or otherwise using the same, means any Material Information which:

- a) at the time of Disclosure or use is, or has come to be, in the possession of that party
- b) lawfully and otherwise than in consequence of any improper conduct; or
- c) has been created, originated or supplied by that party and is not composed or derived from or dependent for its meaning or effect upon Material Information already created, originated or supplied by the other party or any of its Agents; or
- d) if obtained directly or indirectly from or through another person or persons, was or came to be (or is reasonably believed to have been or came to be) in the possession of such other person or persons lawfully and otherwise than in consequence of any breach of confidentiality owed by such other person or persons to the Ministry of Tourism, Culture and the Arts; or
- e) is not the subject of any prior or concurrent obligation of confidentiality owed to the Ministry of Tourism, Culture and the Arts by the party disclosing or using the same or by any of its Agents to the Ministry of Tourism, Culture and the Arts; or
- f) is, or subsequently becomes, otherwise than in consequence of improper conduct, a matter of common or public knowledge or record.

“Improper conduct” includes a breach of any express or implied term of this Agreement or of any other agreement between the Ministry of Tourism, Culture and the Arts and the Contractor/Supplier/Consultant or any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to the Ministry of Tourism, Culture and the Arts to or by the Contractor/Supplier/Consultant or any of its Agents.

“Information” includes but is not limited to any information, facts, data, programs, formulae, opinions, comments or ideas expressed in communicable form.

“Material Information” means any information concerning any and all of the past, present or future business, activities, projects, policies, plans or contracts of the Ministry of Tourism, Culture and the Arts or the Contractor/Supplier/Consultant.

“Relevant Period” means a period commencing on the date of this Agreement and expiring five years thereafter or, if within such period the Contract is awarded to the Contractor/Supplier/Consultant, a period commencing on the date of this Agreement and expiring five (5) years from the date on which the Contract is substantially completed or terminated early or abandoned.

The Contractor/Supplier/Consultant’s undertakings

2. In consideration of the undertakings by the Ministry of Tourism, Culture and the Arts the Contractor/Supplier/Consultant undertakes during the Relevant Period: -

- a) not to cause or permit any third party to contravene or prejudice the requirements of this clause;
- b) not to disclose any Material Information disclosed by or obtained from the Ministry of Tourism, Culture and the Arts; and
- c) not to use Material Information for any purpose except for: -
 - i. the preparation and submission of the Proposal and supporting documents to the Ministry of Tourism, Culture and the Arts for the Contract, and any necessary correspondence, discussions or negotiations with the Ministry of Tourism, Culture and the Arts in anticipation of the award of such Contract;
 - ii. the proper performance and observance of the Contract, if awarded to the Contractor/Supplier/Consultant together with any correspondence, discussions, negotiations, or other matters necessarily arising in connection with the Contract or with any modification or proposed modification thereof or with the ordering or carrying out of any variations or the placing or performance of any subcontract in connection therewith.

The Public Body's undertakings

- 3. In consideration of the undertakings by the Contractor/Supplier/Consultant in clause 2 hereof and subject to clause 5 hereof, the Ministry of Tourism, Culture and the Arts undertakes during the Relevant Period: -
 - a) to invite the Contractor/Supplier/Consultant to submit a Proposal for the Contract and to make available to the Contractor/Supplier/Consultant any Information, including Material Information that the Ministry of Tourism, Culture and the Arts may consider necessary to enable the Contractor/Supplier/Consultant to prepare and submit the Proposal and to perform the Contract if awarded to the Contractor/Supplier/Consultant;
 - b) not to disclose any Material Information disclosed by or obtained from the Contractor/Supplier/Consultant except as permitted so to do by the Contract;
 - c) not to cause or permit any third party to contravene or prejudice the requirements of this clause.

Exceptions

- 4. Clauses 2 and 3(b) and 3(c) shall not apply to any Material Information that is: -
 - i. Excepted Information or disclosed or used with the prior consent in writing of the other

party.

Ordered or required to be disclosed by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the party proposing to disclose shall give to the other party prompt written notice thereof.

5. Notwithstanding clause 2, hereof, the Contractor/Supplier/Consultant may disclose any Material Information disclosed by or obtained from the Ministry of Tourism, Culture and the Arts to any of its Agents for a purpose or purposes for which the Contractor/Supplier/Consultant is entitled to use the same, provided that the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
 - i. to ensure that all persons to whom Material Information is or may be disclosed are aware of the terms of this Agreement and will comply with the obligations of the Contractor/Supplier/Consultant as if party themselves to the Agreement; and
 - ii. if so requested by the Ministry of Tourism, Culture and the Arts by notice in writing, before making any or any further disclosure, procure the execution by any person or persons identified in the notice, of an agreement in writing (to be prepared by the Ministry of Tourism, Culture and the Arts between the Ministry of Tourism, Culture and the Arts and each such person containing substantially the same terms as those contained in this Agreement.

Return or Destruction of Confidential Information

6. If during the Relevant Period the Contractor/Supplier/Consultant receives from the Ministry of Tourism, Culture and the Arts or any of its Agents, Material Information in any tangible form and either then or subsequently: -
 - a) submits an unsuccessful Proposal, or fails or is not invited to submit a Proposal, for the Contract; or
 - b) the Contract in connection with which the Material Information has been supplied to the Contractor/Supplier/Consultant is not proceeded with; or
 - c) the Contract, if awarded to the Contractor/Supplier/Consultant, is substantially completed or terminated early or abandoned; or
 - d) for any other reason the Contractor/Supplier/Consultant does not or is unlikely to have any further need of the Material Information

Then the Contractor/Supplier/Consultant undertakes, if the Ministry of Tourism, Culture and the Arts requests by notice in writing, to return forthwith the Material Information to

the Ministry of Tourism, Culture and the Arts and/or its Agent and/or to destroy or procure the destruction of the Material Information, including any copies thereof or any part or parts thereof, which may be in the possession of the Contractor/Supplier/Consultant or any of its Agents and to certify in writing to the Ministry of Tourism, Culture and the Arts that any destruction requested has been carried out, provided that:-

The Contractor/Supplier/Consultant shall not be obliged to return or destroy or

- i. procure the destruction of any Material Information which is properly and necessarily held by the Contractor/Supplier/Consultant as formal documentation;
 - ii. The Contractor/Supplier/Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information, which the Contractor/Supplier/Consultant may otherwise reasonably require to retain for purposes of its own essential records in connection with the Contract or the performance of any of its obligations thereunder still outstanding, or as evidence of the terms thereof in the event of any dispute, difference or doubt;
 - iii. Where, pursuant to proviso (i) above, the Contractor/Supplier/Consultant does not return or destroy or procure the destruction of the Material Information, the Contractor/Supplier/Consultant undertakes without delay to send to the a statement in writing giving particulars of:
 - a) the Material Information concerned;
 - b) the reasons why the Contractor/Supplier/Consultant considers it to be formal documentation;
 - c) the Contractor/Supplier/Consultant's reasons for not returning or destroying the same or procuring the destruction thereof.
 - iv. The Contractor/Supplier/Consultant also undertakes to supply any further particulars and/or take any steps for the continued security thereof during the remainder of the Relevant Period which they may reasonably require.
7. Without prejudice to clause 6 above, if any Material Information whose return or destruction is requested is in the possession of any of the Contractor/Supplier/Consultant's Agents, the Contractor/Supplier/Consultant undertakes to do everything in its power to procure any action on the part of its Agents to enable the Contractor/Supplier/Consultant to comply with its obligations.

Maintenance of regular exchange of information

8. This Agreement shall not be construed as restricting any normal and/or regular interchange of

information between the parties and/or their Agents which may be necessary in connection with the Contract.

Security Measures

- 9. Each party shall be fully and solely responsible for instituting, maintaining, implementing and enforcing all security or other measures to comply with its obligations under this Agreement. Each party undertakes to use its best endeavours to introduce, implement and enforce any specific security measures or any change in its existing security measures, which may be requested in writing by the other party, which are considered reasonable and practicable and likely to assist or improve the performance of its obligations.

Governing Law

- 10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago and in the event of any dispute relating thereto the parties hereto submit to the exclusive jurisdiction of the High Court in the Republic of Trinidad and Tobago.

IN WITNESS whereof the Ministry of Tourism, Culture and the Arts and the Contractor/Supplier/Consultant have caused this Agreement to be signed for and on their behalf by the signatories hereto who have been duly authorised so to do by the Ministry of Tourism, Culture and the Arts and the Contractor/Supplier/Consultant respectively.

For and on behalf of
Ministry of Tourism, Culture and the Arts

Witness

Signature..... Signature.....
Name..... Name.....
Title..... Title.....
Date.....

For and on behalf of CONTRACTOR/SUPPLIER/CONSULTANT [Name]

Witness

Signature..... Signature.....
Name..... Name.....
Title..... Title.....

RFP ACKNOWLEDGEMENT FORM

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

ATTENTION: Permanent Secretary

Dear Sir,

Subject: MTCA/F 08C-2024 – Request for Proposal for a Licence to Operate and Manage the Welcome Centre at the Galera Point Lighthouse Facility for a Period of Three (3) Years

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 eighty (180) days** from the closing date for the submission of the RFP.

The names of the attendees to the mandatory site visit are as follows:

Administrative Personnel: _____
Technical Personnel: _____

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	_____		

Yours faithfully,

Signature	_____	Date	_____
Name	_____	Title	_____

GLOSSARY

The following terms, whenever mentioned in this Request for Proposal document, shall have the following meanings:

- a) “Cost-Benefit Analysis” means the process of comparing the projected costs and benefits (or opportunities) associated with a project decision to determine whether it makes sense from a business perspective;¹
- b) “Gap Analysis” means the process which helps organizations to determine how to achieve their business goals. It compares the current state with an ideal state, which highlights shortcomings and opportunities for improvement;²
- c) “Personnel” means persons hired by the successful Respondent as staff and employees assigned to the performance of the works or any part thereof;
- d) “Service provider” means a person or company that provides a service such as, but not limited to, tours of the Galera Point Lighthouse Facility, bike riding tours, and fishing experiences;
- e) “Successful Respondent” means the organization who will be responsible for operating and managing the Welcome Centre at the Galera Point Lighthouse Facility, as outlined in this Request for Proposal document, Section C, pursuant to the execution of this licence agreement;
- f) “Unique Value Proposition” means a clear definition of the benefit(s) of a product or service, how it meets the needs of the purchaser, and what distinguishes it from a competing product or service;³
- g) “Vendor” means a person or company that provides tangible products such as, but not limited to, packaged food items and craft items;

¹ <https://online.hbs.edu/blog/post/cost-benefit-analysis>

² <https://www.lucidchart.com/blog/what-is-gap-analysis>

³ <https://www.phoenix.edu/blog/what-is-a-value-proposition.html>