

Request for Proposals

PROJECT

Staffing of the Gambling (Gaming and Betting) Control
Commission

TITLE OF THE CONSULTING SERVICE

The Provision of Human Resources Management Agency Services
for the Gambling (Gaming and Betting) Control Commission

Preface

This Request for Proposals (RFP) has been prepared by the Gambling (Gaming and Betting) Control Commission ("the Commission") and is based on approved Tender Guidelines. Requests for Proposals are invited for consultancy services for the Provision of Human Resources Management Agency Services in the staffing of the Commission to enable the effective operation of the Commission as required under the Gambling (Gaming and Betting) Control Act No. 8 of 2021 ("the Act").

Note: You are advised to read and follow all instructions carefully as failure to comply may result in the rejection of your offer due to non-compliance

1. INTRODUCTION

The following is a Request for Proposals (RFP) for the Provision of Human Resources Management Agency Services in the staffing of the Commission, with a primary focus on Executive staff and management and support staff. This is part of a project to operationalise the Commission.

1.1 BACKGROUND

The Act

The Gambling (Gaming and Betting) Control Commission (the Commission) was created by an Act of Parliament, "The Gambling (Gaming and Betting) Control Act 2021 (the "Act"), for the purpose inter alia, of regulating the gaming and betting sectors which are, both on a global and national level, vulnerable to infiltration by money launderers and terrorist financing and matters related thereto.

The Commission

The Mission of the Commission, once regulated effectively, will contribute meaningfully and positively to the national economy by creating employment, not only in the sector but in other downstream sectors, thereby creating greater tax revenues.

The scope of responsibilities of the Commission includes but is not limited to:

1. Regulation and control of the operation of gambling in Trinidad and Tobago;
2. Information sharing with other regulatory, supervisory and government agencies;
3. Seeking to address the harmful and negative effects of gambling;
4. Ensuring that licensed activities and all gambling activities conducted under the Act are conducted in a fair and honest manner;
5. Collecting fees and levies;
6. Advising the Minister of Finance ("the Minister") on all matters relating to the operation of the Act;
7. Formulating and implementing policies, codes of practice and other documents for the administration and control of the conduct of gaming and betting;
8. Regularly reviewing the operations of licensed gambling activity; and
9. Carrying out such other actions in pursuance of the provisions of the Act.

1.2 CONTEXT OF THE PROJECT

In 2016, the Government of the Republic of Trinidad and Tobago (GORTT) signaled its intention to regulate the sector for the purpose of ensuring proper revenue collection. Prior to the enactment, the gaming sector was governed by the *Gambling and Betting Act, Chap 11:19, Act No. 22 of 1963*. However, the existing legislation at that time was not able to sufficiently regulate the gambling sector, which posed several risks and challenges to the economy and Trinidad and Tobago's international reputation if unregulated. Therefore, in 2021, the Act was enacted to regulate and control the gaming and betting sectors. The first phase of this implementation was the creation of the Commission to execute the objectives as set out in the Act.

Given that this is the first time the Commission is being developed, the Minister, on March 4, 2022, appointed the first Board and the Commission now form part of the regulatory framework that the GORTT has also put in place to address the social concerns arising out of the proliferation of private member clubs providing casino-style games to the club members. It is recognised that these sectors have the potential to generate significant tax revenues.

The Commission needs to be operationalised and is in need of assistance in the Provision of Human Resources Management Agency Services to perform its duties under the Act.

1.3 KEY OBJECTIVE OF THE CONSULTANCY

The key objective of this Consultancy is to assist in operationalising the Commission in the staffing of key personnel within the Commission with a primary focus on executive-level staff, but also inclusive of management and support staff, to enable the effective operation of the Commission as required under the Act in the shortest possible time frame. Staff will be required for **both** Trinidad and Tobago

1.4 EXPECTED OUTCOMES OF THE CONSULTANCY

It is expected that through a well-staffed and qualified workforce, the Commission will be strengthened and equipped with the human resource capacity and the required skills necessary to enforce the regulations of the Gambling Sector, provide safe and sustainable employment for those who work in the industry, and effectively and efficiently perform its functions and exercise of its powers under the Act.

2. GENERAL INFORMATION

The Commission is requesting Proposals from suitable service providers and subject matter experts for the Provision of Human Resources Management Agency Services in the staffing and management of Human Resources of the Commission. This is part of a project to help operationalise the Commission.

2.1 USE AND DISCLOSURE

The issuance of this document will not, in any way, cause the Commission to incur any liability, financial or otherwise. The Commission assumes no obligation to reimburse or, in any way, compensate the Consultant(s)/Firm(s) in response to this document. The Commission will honour the Consultant(s)/Firm(s) request for the confidential treatment of certain identified data submitted as part of its Proposal. The information contained in this document is to be used by the Consultant(s)/Firm(s) solely for the purpose of responding to this request. The Consultant(s)/Firm(s) may not use the name of the Commission in any manner to promote the applications or any other of the Consultant(s)/Firm(s) products or services without the express written consent of the Commission.

During the course of the project, the Consultant(s)/Firm(s) will have access to confidential information relating to the Commission. The Consultant(s)/Firm(s) may not remove from the Commission any materials belonging to the Commission, or make copies of such materials, or authorise or facilitate the use or disclosure of any such information except with the prior written agreement of the Commission and then only in so far as such information relates to the Consultant(s)/Firm(s) performance of its obligations.

2.2 SUPPORT SERVICES AND CLARIFICATION

Requests for clarification must be raised no later than seven (7) days before the deadline for the receipt of the Proposal. If the Consultant(s)/Firm(s) needs clarification regarding the meaning or interpretation of the RFP, notify the under mentioned person by letter, facsimile, or email.

Gambling (Gaming and Betting) Control Commission
Att. Tenders Committee
25 Western Main Road,
St James
Republic of Trinidad & Tobago
Email: ttgmbc@gmail.com

Such answers, as necessary, will be given as a matter of assistance to the Consultant(s)/Firm(s) but must not be construed as adding to or taking away from, or otherwise altering the meaning and intent of the RFP and/or the Consultant(s)/Firm(s) obligations, which can only be varied by a letter signed by the Interim Chief Executive Officer of the Commission.

2.3 PRE-BID MEETING

A pre-bid virtual meeting will be held on **June 2, 2022** from **2:00 pm – 5:00 pm** with the Tenders Notice to clarify any issues related to this request and to respond to any queries received from the Consultant(s)/Firm(s). Responses given to queries at this forum will be binding and will form part of the request for proposal.

The virtual meeting can be accessed via the following link:

<https://mof-tt.webex.com/mof-tt/j.php?MTID=m494184dac7f340f107f6ec6623ae72a2>

Join by meeting number

Meeting number (access code): **2346 915 7768**

Meeting password: **MJrnXZsS868**

2.4 COSTING OF PROPOSALS

The Consultant(s)/Firm(s) shall bear all costs associated with the preparation and submission of their proposal. The Commission will in no case be responsible or liable for these costs regardless of the conduct or outcome of the Tender.

2.5 TENDER DOCUMENTS

The set of tender documents issued for the purpose of inviting proposals includes:

- Instructions to Consultant(s)/Firm(s)
- Terms of Reference
- Draft Contract

The Consultant(s)/Firm(s) is expected to examine all terms and instructions included in the bid documents. All information requested must be provided. The Consultant(s)/Firm(s) is advised to read all instructions carefully, as failure to comply may result in the rejection of your offer due to non-compliance.

3. INSTRUCTIONS TO CONSULTANT(S)/FIRM(S)

3.1 SUBMISSION OF PROPOSALS

The System to be utilised for forwarding the proposals is that of the two sealed envelope system consisting of the Technical Proposal and the Financial Proposal.

The following instructions describe the required content and format for the Proposal. These instructions have been designed to ensure submission of information essential to the understanding and evaluation of the proposal.

3.1.1 Submission Requirements of Proposal

1. The proposal is required to be in Standard English language.
2. The proposal must contain the full name and signature of the person authorised to sign on behalf of the Consultant(s)/Firm(s), office and business address.
3. Any alterations or erasures must be initialled.
4. There is no intent to limit the content of proposals, and the Consultant(s)/Firm(s) may include any additional information or advice deemed pertinent.
5. Emphasis should be based on completeness and clarity of content.
6. The Proposal should be prepared simply, providing a straightforward, concise delineation of capabilities to satisfy the project's requirements.
7. Information submitted in the Proposal should be current, accurate, and complete.
8. Consultant(s)/Firm(s) are to submit in a sealed envelope an original and five (5) copies of the Technical Proposal together with an electronic copy enclosed on a Flash/Pen/Thumb Drive device.
9. In the case of any discrepancy between the copies of the proposal and the original proposal, the original will govern.
10. The original and copy of the proposal must be prepared in indelible ink and must be signed.
11. All documents containing the information required by other sections of this bid package must be submitted.
12. The proposals must be deposited in the Tenders Box located in the lobby of the Commission's office **no later than 3:00 pm on June 8, 2022**

Note: Faxed/ emailed proposals will not be considered.

13. The Technical and Financial proposals should be submitted in separate sealed envelopes. The Consultant(s)/Firm(s) name and address must be printed on the envelopes.

14. The sealed envelopes should be addressed as follows:-

**Gambling (Gaming and Betting) Control Commission
Att. Tenders Committee
25 Western Main Road
Port of Spain
Republic of Trinidad and Tobago**

(i) **Envelope #1-**

Technical Proposal for:

"Consulting Services for Provision of Human Resources Management Agency Services for the Gambling (Gaming and Betting) Control Commission"

(ii) **Envelope #2-**

Financial Proposal for:

"Consulting Services for Provision of Human Resources Management Agency Services for the Gambling (Gaming and Betting) Control Commission"

Note: Only the Technical Proposal will be opened immediately after the closing of Tenders.

3.1.2 Technical Proposal Outline

Submitted proposals must include the following sections:

A. Introduction:

- The Introduction should serve as an executive summary and should contain a concise but comprehensive summary of the entire Proposal. At a minimum, this section must contain an overview of the Consultant(s)/Firm(s) proposed staffing, understanding, methodology, approach, general timeline, service description, and the Consultant(s)/Firm(s) background, financial and human resource capabilities, and availability to provide the proposed services. This section must **not** summarise the Financial Proposal.
- The Consultant(s)/Firm(s) must summarise the salient features of the Proposal, while demonstrating an understanding of the operations of the Commission and the necessary

requirements for the delivery of requested services. The following must be included in summary form:

1. An understanding of the nature and scope of the work of the Commission;
2. A clear understanding of the requirements of the Commission; and
3. A clear understanding of the processes involved in the Provision of Human Resources Management Agency services to the Commission;

B. Summary of Consultant(s)/Firm(s) Understanding of Project Scope:

- The Consultant(s)/Firm(s) must describe an understanding of the objectives of the Commission. This should include the integration of the objectives as it relates to the scope of the RFP. Additionally, the Consultant(s)/Firm(s) must discuss any engagements in which they have been involved and which they view as relevant. The Consultant(s)/Firm(s) must clearly outline their proposed approach and provide sufficient detail designed to convince the Commission that they know what needs to be done, whether they have done it successfully before, and whether they have the wherewithal to do it right for this project. The Consultant(s)/Firm(s) should also indicate their assumptions and expectations of the Commission.

C. Background and Experience in Providing Comparable Services:

- The Consultant(s)/Firm(s) must state whether they have undertaken similar projects and give details about their experience in providing Human Resources Management Agency Services. The Consultant(s)/Firm(s) experience in providing these services, including but not limited to recruitment, compensation, job evaluation and the development of human resource policies and procedures, must be highlighted. The contract value of each component of the project must also be furnished.
- Details must also include **client-reference information** identifying at least three (3) and no more than ten (10) projects of comparable work **completed** within the past seven (7) years. The following must be included:
 1. A current listing of client-reference for whom Human Resources Management Agency Services has been provided.
 2. The name and address of the client-reference agency/corporation, as well as the name, telephone number and email addresses of the client-reference key contact(s) for each project.
 3. The information for each client-reference site in the following format:
 - i. Organisation's name;
 - ii. Organisation's address;

- iii. Name of contact;
 - iv. Title of contact;
 - v. Telephone and facsimile numbers of the contact and email address;
 - vi. Contact's involvement in the implementation; and
 - vii. Date(s) and duration of the services rendered.
4. Any technical issues or problems encountered on these projects, indicating the strategies/measures and the tools utilised to overcome these issues/problems, the outcomes, and the time frame within which the solutions were successfully effected.

D. Technical Proposal:

The Technical Proposal must include the following:

1. Comments on the Terms of Reference.
2. Your understanding of the consultancy.
3. Your professional /technical approach to the consultancy.
4. Your experience in the subject area of the consultancy.
5. A brief on the Project Methodology for meeting expected outcomes.
6. Detailed Curriculum Vitae of the Lead Consultant/Firm and team members who will commit to this project and any conditions and/or restrictions on their availability.

ALL Curriculum Vitae submitted must be signed and dated by the person named. Failure to submit signed and dated Curricular Vitae shall result in the loss of points during the Evaluation.

7. Information on financial capacity of the Consultant(s)/Firm(s):
 - i. Copies of Auditor's report together with audited statement made in accordance with approved standards for the last 3 years, (if not required by law to have audited financials, please submit unaudited statements and legal proof that audited financials are not required), AND
 - ii. Provide Bank References, AND
 - iii. Statement re: legal claims (previous and pending)
8. Valid Income Tax Certificate and Value Added Tax (VAT) Clearance Certificate (where applicable to local proposals only).

9. Valid Certificate of Compliance issued in accordance with the National Insurance Board (NIB) Act (where applicable to local proposals only).

E. Technical Capability Report

- The Consultant(s)/Firm(s) must enclose the resume's of each person projected to be assigned to the project and denote or emphasise staff experience and roles in any training or professional services as well as the skills and accomplishments brought to each similar type of project.
- The Consultant(s)/Firm(s) must also stipulate that these persons will not be removed from the project nor will their level of participation be lessened without prior written approval from the Commission.
- Additionally, the Consultant(s)/Firm(s) must describe existing or potential contractual obligations for each proposed staff member and the Consultant(s)/Firm(s) strategy for dealing with such situations.
- The Consultant(s)/Firm(s) must also include a statement which specifies the Consultant(s)/Firm(s) plan to acquire necessary staff and resources if they do not have available currently all personnel or resources required for completing the project.
- The submitted resumes for all staff being proposed for this project must include information on their respective experience in the provision of Human Resources Management Agency Services.
- The length and types of experience in related projects should include:
 1. Human resources management experience;
 2. Certifications, educational levels, and experience in human resource management ;
 3. Experience in staffing and recruitment of government employees
 4. Experience in the development of compensation/remuneration packages;
 5. Experience in the development of human resource policies and procedures;
 6. Current and anticipated projects that require, or would require the involvement of the proposed staff members during the term of this contract; and
 7. The time frame for the provision of the human resource management services.

Note: Please note that should the Consultant(s)/Firm(s) proposed staff not be able to perform on the project then the Consultant(s)/Firm(s) must provide other staff of equal or higher qualifications, skills, and experience for the execution of the project.

F. Project Management Approach/Methodology

- A detailed Management Plan for the entire project must be included together with evidence of the Consultant(s)/Firm(s) managerial strength to undertake a project of this magnitude. The Consultant(s)/Firm(s) must outline their plans for coordinating their activities with those of the Commission staff, while maintaining the timeliness for project deliverables and adhering to the agreed project budget.
- The **Project Management Plan** must include the following but not limited to:
 1. A Schedule Management Plan that includes Activity definition, Activity Sequencing (using graphical tools such as Network Diagrams), Activity resource estimating (including Commission's resources), Activity Duration Estimation, Schedule development (using tools such as Gantt Charts and Milestone Charts), and Schedule Control (outlining how progress will be reported and defining the procedures for schedule change control).
 2. A Staffing Management Plan that outlines Roles and Responsibilities of each Project team member and Project Organisation Chart that outlines Reporting Relationships.
 3. An Integration/Change Management Plan that outlines the processes for submitting proposed changes, tracking systems for reviewing and approving proposed changes, approval levels for authorising changes, and a methodology for validating approved changes.
 4. A Risk Management Plan that outlines Risk Identification, Qualitative Risks Analysis, Quantitative Risks Analysis, Risk Response Planning, and Risk Monitoring and Control.
 5. A Public Relations Plan that considers the Commission's transitional requirements.
 6. Project Planning and Control Procedures where the Consultant(s)/Firm(s) must indicate the basic project planning and control techniques to be used in managing the project. The Consultant(s)/Firm(s) must demonstrate the ability and commitment to successfully work in a dynamic, fast paced environment. Planning must specifically address:
 - a) Progress reporting;
 - b) Use of risk assessment, mitigation, and control techniques;
 - c) Problem/Issue/Change management;
 - d) Maintaining a current on-schedule, on-budget work plan; and
 - e) User review meetings, feedback and public relations.

G. Implementation and System Integration Approach

- The Consultant(s)/Firm(s) must provide the following:
 1. The conceptual approach and methodology to be used in the Provision of Human Resources Management Agency Services in the staffing and the management of Human Resources of the Commission;

2. An evaluation of the high-level Functional Specifications in this RFP, inclusive of comments and recommendations.
 3. The Consultant(s)/Firm(s) implementation philosophy (preferred approach to the implementation of such projects) and support issues; and
 4. The Consultant(s)/Firm(s) estimated time frames for completion within the Commission's established timelines.
- The Consultant(s)/Firm(s) is also required to provide the following implementation information comprising descriptions of the:
1. Benefits to the Commission of outsourcing the technical and professional expertise for the staffing of the Commission
 2. Conditions for Success which includes a description of all key assumptions and conditions required by all parties to the contract to successfully complete the initiative.
 3. Risk Assessment and Mitigation—which includes identifying and describing all the key risks associated with this project including strategies to address each area of risk.

H. Post Implementation Approach

- The Consultant(s)/Firm(s) must provide the following:
1. Information on further training and support services that may be required; and
 2. Information on further support services that the Consultant(s)/Firm(s) would be willing to provide.

3.1.3 Financial Capability Proposal

- The Consultant(s)/Firm(s) must demonstrate that adequate financial resources are available for performance of the project by supplying the following:
1. Copies of the Auditor's report together with **audited financial statements** made in accordance with approved standards for the last three (3) years; or
 2. Information attesting to the financial capability of the Consultant(s)/Firm(s);
 3. A statement advising whether there is any litigation affecting the completion and operation of any project pending against the proponent, and if there is such litigation, the name(s) of court(s) and incumbent(s); and
 4. A statement advising whether or not the Consultant(s)/Firm(s) or any of their principals, officers and/or directors have been involved in any bankruptcy proceedings within the past seven (7) years.
- The Financial Proposal should be presented in a way to enable the Commission to relate the cost analysis of inputs to deliverables and to the eventual cost schedule. As such, all costs incurred by the Consultant(s)/Firm(s) should be detailed to reflect the cost of implementation, documentation, training, quality control, technical support, and any other

cost associated with the performance of this project. The following should be included in the Financial Capability Proposal:

A. Estimate cost

The estimate proposed by the Consultant(s)/Firm(s) should include:

- a. Any lump-sum cost structure for all associated costs; and
- b. Details of the lump-sum cost structure broken down, including the:
 - i. Hourly rate of proposed individuals,
 - ii. Number of hours for each proposed individual
 - iii. Any other expenses accounted for (all travel and/or other expenses should be included in the proposed cost schedule, as the Commission will not accept any invoices for those expenses).

Note: The Commission may engage the consultancy for all or any combination of the aforementioned.

B. Specific cost information on the provision of the consultancy as follows:

1. A general Price Summary
2. A detailed description of the consulting fee(s) breakdown on a daily basis for the technical assistance to be provided (consulting fee(s) are subject to negotiation).
3. A detailed breakdown of other reimbursable costs associated with the technical assistance (e.g. plane tickets, travel, subsistence).
4. The financial proposal must take into account all tax liability (for local Consultant(s)/Firm(s) – Income Tax and Value Added Tax. Foreign Consultant(s)/Firm(s) are liable for Withholding Tax and Value Added Tax. The cost of insurance, if applicable should be factored in your proposal).
5. The Value Added Tax (VAT) must be shown below the tender price as a separate figure.
6. All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)
7. Payment Schedule.

3.1.4 Transmittal Letter

- The Consultant(s)/Firm(s) must provide a transmittal letter on company letterhead signed by the duly authorised officer or employee of the Consultancy/Firm, who can be contacted in the event of questions or clarifications concerning the content of the Proposal. The transmittal letter must contain the name, title, Regular Street and email addresses, telephone number and fax numbers of the individual(s) to contact.

3.1.5 Income Tax and Value Added Tax (VAT) Certificates

- Proposals must be accompanied by the following where applicable:-
 - a) **Valid Income Tax Certificate** issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of proposals, and
 - b) **Valid Value Added Tax Clearance Certificate** issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of proposals.

3.1.6 National Insurance Board Compliance Certificate

- Proposals must be accompanied by a valid certificate of compliance issued in accordance with the National Insurance Board (NIB) Act (applicable to local Consultant(s)/Firm(s) only).

3.1.7 Tax Law Compliance

- The Consultant(s)/Firm(s) shall undertake to comply with the Income and Tax Laws of the Republic of Trinidad and Tobago.

Value Added Tax (applicable to Local and Foreign Consultant(s)/Firm(s))

- (a) If VAT Registered, Value Added Tax (VAT) of twelve point five per cent (12.5%) must be stated separately from the fees in the Financial Proposal.
- (b) If not VAT Registered, and successful at the Technical Evaluation stage, the Value Added Tax will be included during negotiations. The successful Consultant(s)/Firm(s) will then be required to apply for VAT Registration with the Inland Revenue Division. When VAT Registered, the Value Added Tax of 12.5% should be shown separately on the invoices submitted for payment.

3.1.8 Withholding Tax (applicable to Foreign Consultant(s)/Firm(s) only)

- Amounts payable by the Commission to the Consultant(s)/Firm(s) under the contract are subject to local taxation. Withholding Tax must be included in the total cost in the Financial Proposal. Please visit the Inland Revenue Division website at www.ird.gov.tt for the applicable rates.

3.2 PROPOSAL VALIDITY

- a) Consultant(s)/Firm(s) must provide in their bid, an assurance that their proposal will remain valid for an initial minimum period of one hundred and twenty (120) days from the closing date of the bid or as stated otherwise, during which time Consultant(s)/Firm(s) will undertake to maintain, without change, the proposed staffing (including named personnel).
- b) In exceptional circumstances, prior to expiry of the original offer validity period, the Commission may ask the Consultant(s)/Firm(s) for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

3.3 AMENDMENT OF BID PACKAGE

- (a) If it becomes necessary to revise or amend any part of the bid package, prior to the submission deadline, addenda will be provided to you.
- (b) No oral statement of any individual will in any manner modify or affect the terms and conditions of the bid package or any amendment hereto.
- (c) Any amendment to this bid package would be forwarded to you prior to the hour and date specified for receipt of proposal.
- (d) Any Addendum will be sent in writing by letter, facsimile or email to you and will be binding upon you. You must promptly acknowledge receipt of any Addendum, by letter, facsimile or email to the Tenders Committee of the Commission.

3.4 ACCEPTANCE OF PROPOSAL

The Commission reserves the right to accept or reject in whole or in part your proposal and to annul the bidding process prior to the award of contract, without incurring any liability or be under any obligation to inform you of the ground for the action.

The Commission does not bind itself to accept your offer, or to reimburse you for any expenses incurred in bidding.

3.5 CANCELLATION OF BIDDING PROCESS

The Commission reserves the right to cancel the bidding process in its entirety or even partially without defraying any costs incurred by you.

3.6 VALIDITY OF PROPOSALS

All proposals are required to provide an assurance that prices will remain valid for an initial minimum period of one hundred and twenty (120) days from the closing date of the receipt of proposal.

The Commission, prior to the original offer's expiration, may request a specified extension of the validity of the bid proposal, if necessary.

3.7 EVALUATION PROCESS

The Evaluation Committee appointed by the Commission will review and evaluate the technical proposals received in response to this RFP. Proposal evaluation will be based on a rigorous set of evaluation criteria that reflect the relative importance of the various aspects of the Proposal and the Consultant(s)/Firm(s) submission in relation to the Commission's requirements.

The Evaluation Committee will review the Proposal received against the Evaluation and Weight Criteria, assigning numerical scores to each category. The Consultant(s)/Firm(s) must attain at least fifty percent (50%) under each of the criteria outlined in the criteria framework. An overall minimum score of seventy (70) points on the Proposal must be attained by the Consultant(s)/Firm(s) in order to be further considered. The Evaluation Committee may, with the approval of the Commission, enter into negotiations with the Consultant(s)/Firm(s) regarding the cost contained in the proposal. If negotiations are unsuccessful, it may lead to an unsuccessful Proposal.

3.7.1 Evaluation Criteria and Weights for Proposal

3.7.1.1 Experience (25points)

The Consultant(s)/Firm(s) specific experience in providing the proposed services to entities on a scale and/or complexity comparable to that required by the Commission will be weighed. The client-references spanning the last seven (7) years (complete with contact names, telephone numbers, and email addresses) which the Consultant(s)/Firm(s) has supplied will also be weighed in the context of the success rate of the respective projects. Consideration will be based on the Consultant(s)/Firm(s) ability to service the widest possible geographical coverage.

3.7.1.2 Technical Capability (30 points)

Key factors in evaluating the Consultant(s)/Firm(s) technical capability will comprise the proposed project organisational structure and the resource plan, inclusive of the following with respect to the Consultant(s)/Firm(s) project staff:

- Names and addresses;
- Academic qualifications;
- Job titles / Positions;
- Skills and accomplishments brought to each assignment for similar-type projects; and
- Prior work experience related to the specified services.

3.7.1.3 Methodology/Approach (25 points)

The services and solution proposed for meeting the requirements outlined in the RFP will be key factors in the evaluation of the Consultant(s)/Firm(s) methodology/approach to this project. Submission by the Consultant(s)/Firm(s) of a project plan including but not limited to the Project Management Approach will be another key factor. The Project Management approach and methodology used for the implementation of comparable projects will also be weighed.

3.7.1.4 Delivery Time (15 points)

Weight will also be given to the Consultant(s)/Firm(s) capability to fully deliver the services to the Commission in the shortest possible time frame. **Time is of the essence.**

3.7.1.5 Financial Capacity (5 points)

Audited financial statements, together with the Auditor's Report for the last three (3) years will be key to determining the Consultant(s)/Firm(s) financial capability. The Consultant(s)/Firm(s) submission of unaudited statements, if not required by law to have audited financial statements, together with a copy of the legal authority and Consultant(s)/Firm(s) documentation to show that the Consultant(s)/Firm(s) is exempted from preparing audited financial statements will also be weighed. Additionally, a letter from a bank or financial institution attesting to the financial capacity of the Consultant(s)/Firm(s) must be submitted.

3.8 SUBMISSION CRITERIA

You must include the following in your proposal submission:

- Comments on the Terms of Reference.

- The Consultant(s)/Firm(s) understanding of the consultancy.
- Proposed methodology for executing the consultancy.
- The Consultant(s)/Firm(s) description of past and current experience in comparable projects. Where possible, list and describe projects performed for government clients or large private sector clients.
- A detailed description of the Work Plan, Approach and Timeline proposed to meet the objectives. There shall be a clear indication of the duration and milestones.
- Description of any other experiences related to the work or services described in the Scope of Services and any other information which may be specific to the required services to be provided. Description of the company's age, experience, past performance, and number of employees, offices etc. with company Organisation Chart.
- Detailed Curriculum Vitae of the Principal Consultant(s)/Firm(s) and team members which the Consultant(s)/Firm(s) shall commit to this project together with any conditions and/or restrictions on their availability. All Curriculum Vitae submitted must be signed and dated by the person named. Failure to submit signed and dated Curriculum Vitae shall result in the loss of points during the evaluation.
- A price report including the following:
 - A detailed description and breakdown of the consulting fees on a daily basis for the provision of services (consulting fees are subject to negotiation).
 - A detailed breakdown of other reimbursable costs associated with the provision of services (e.g. airfare, ground transport, subsistence).
 - Confirmation that the financial proposal includes all tax liability.

3.9 AWARD AND AGREEMENT

The contract will be awarded to you if your proposal conforms to the requirements in terms of the technical capability and other considered factors. If successful, you will be required to enter into formal agreement with the Commission. The agreement will be prepared by the Gambling (Gaming and Betting) Control Commission.

3.10 CONTRACT NEGOTIATION

Based on the results of the technical evaluation, the envelope containing the Financial Proposal of the Consultant(s)/Firm(s) with the highest ranked Technical Proposal will then be opened and the Consultant(s)/Firm(s) will be invited to enter into contract negotiations with the negotiating team. All the second envelopes presented by the other Consultant(s)/Firm(s) will remain sealed and if an agreement is reached with the first Consultant(s)/Firm(s), the envelopes will be returned to the respective Consultant(s)/Firm(s) unopened. If an agreement on the terms of the contract is not reached with the first Consultant(s)/Firm(s), negotiations will be initiated with the second Consultant(s)/Firm(s), and so on, until a satisfactory agreement is reached.

The inability to agree on detailed costs or compensation for services, or a judgment on the part of the negotiating team that such costs or compensation are inappropriate or excessive, shall be sufficient cause for notifying the Consultant(s)/Firm(s) which follows in order of merit. Once the

Consultant(s)/Firm(s) has been rejected, it will not be recalled for further negotiations on the contract. The preferred bidder will be contacted for the commencement of negotiations on both aspects of their proposals before a contract is awarded.

3.11 CONTRACT PRICE

The rates shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account except as otherwise provided in the Conditions of Contract.

3.12 COMMENCEMENT OF CONTRACT

The commencement of work or service shall be by agreement of the Interim Chief Executive Officer of the Commission and the Consultant(s)/Firm(s) in accordance with the terms of the contract.

3.13 TERMS OF PAYMENT

You must provide in your proposal a Terms of Payment schedule which is subject to negotiations with the Commission.

3.14 RETENTION FEE

A Fee of five percent (5%) of the contract sum shall be retained until the satisfactory completion of the consultancy as outlined in the Terms of Reference and agreed in the Contractual Agreement.

4. TERMS OF REFERENCE

4.1.1 Name of Client

The Client will be the Gambling (Gaming and Betting) Control Commission.

4.1.2 Project location

The Consultancy will be hosted at the Temporary Head office of the Executive Management of the Commission in St. James. Recruitment will also be done in Tobago, for the Tobago Office.

4.2 Staffing of the Commission

With respect to the Commission's ability to carry out its objectives, the work of the Consultant(s)/Firm(s) is to provide Human Resources Management Agency Services necessary for the employment of such persons that the Commission considers necessary for the due and efficient performance of its functions and exercise of its powers. Staffing for the Commission is required for **both** in Trinidad and Tobago.

4.3 Supervision arrangements

The Consultant(s)/Firm(s) will work directly with the Interim Chief Executive Officer of the Commission and any officers as delegated or advised by the Commission. The Consultant(s)/Firm(s) must adopt a transparent, inclusive, and participatory approach to the process. The Commission will periodically supervise the progress of the services on terms to be negotiated between the Consultant(s)/Firm(s) and the Commission.

4.4 Project Purpose

The purpose is to provide Human Resources Management Agency Services to assist in the staffing and the management of Human Resources of the Commission, with a primary focus on executive staff, but also management and support staff, to enable the effective operation of Commission as required under the Act.

4.5 Scope of Services

1. Recruitment

- Recruit for the following key personnel within the Commission's structure with the skills required to operationalise the Commission and effectively perform its functions and exercise its powers;
 - Executives;
 - Management; and
 - Support Staff.

- Source the relevant candidates as per the job description and the minimum requirements provided by the Commission;
- Coordinate, organise and participate in joint interviews with the Commission and/or the Chief Executive Officer when deemed necessary;
- Screen and interview each candidate and submit a short list with justifications for consideration by the Commission;
- Conduct background checks on shortlisted candidates to inter alia verify employment history, professional qualifications, certifications, and personal and character references. The extent of the background check should be relevant or commensurate with the specific job function; and
- Discuss and make recommendations for the final selection of candidates to the Commission.

2. Compensation

- Conduct a review, survey or interviews with comparative organisations including remuneration framework and packages specific to matching job descriptions both locally and regionally with special emphasis on Regulators/Commissions operating in the Gambling (Gaming and Betting) sector;
- Benchmark remuneration packages against industry standards with comparable job functions and roles in the market descriptions to facilitate accurate determination of salary levels for various job positions;
 - In relation to the tasks outlined above, the Consultant(s)/Firm(s) will be required to clearly indicate in their proposal the data sources, methodology, and approach to obtain information from comparative organisations.
- Develop a remuneration framework for job positions inclusive but not limited to salary scale and range, employee benefits, criteria for annual salary increments and promotion;
- Ensure that multiple credible data sources are used, and that data is properly aggregated or weighted in salary benchmarking;
- Design performance management appraisal system to help achieve the desired plans and objectives of the Commission; and
- Develop a comprehensive reward and recognition programme for employees.

3. Job Evaluation

- Review and make recommendations for a fit for purpose organisational structure or chart;
- Create job descriptions scope of the required positions in accordance with the organisational structure;
- Establish job categories or job families in alignment with the Commission's organisational structure; and
- Develop and utilise a methodology for the job analysis of all job functions identified.

4. Policies and Procedures

- Develop a Human Resource Manual consistent with the Commission's objectives, and operating context to include but not limited to the following documents:

- HR procedures and processes;
- HSE policies and procedures;
- HR Software to track Vacation, Sick Leave, etc
- Whistleblower Policy
- Code of Conduct and
- Review existing HR policies, manuals, systems and recommend suitable inclusions and revisions.

4.6 Professional Standards

In the course of fulfilling the above scope of work, the Consultant(s)/Firm(s) will be expected to:

- Adhere to the requirements of the relevant legislation and good industry practice
- Comply with the professional and technical standards or requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable;
- Utilise local and/or international HR hiring best practices and standards;
- Ensure integrity, impartiality, and inclusiveness throughout the entire process; and
- Exercise all reasonable skill, care, confidentiality, and diligence in the discharge of the duties required by the services agreement;

4.7 Reports and Schedule of Deliverables

- The Consultant(s)/Firm(s) must:
 - a) Clearly indicate in the proposal their approach and methodology to recruitment, compensation, job evaluation, and the development of policies and procedures including the relevant data sources to obtaining information **with timelines**;
 - b) Develop a project schedule with the relevant phases including but not limited to advertising, shortlisting, interviews, background and reference checks and offers;
 - c) The schedule must clearly define the timelines, responsibilities, functional, technical, operational, transitional capabilities and restrictions that may be associated with completing the exercise;
 - d) Provide status updates, briefs or present to the Commission during the key stages of the exercise, either virtually or in person; and
 - e) Provide a progress reporting schedule to the Commission.
- Develop a document detailing the standards, common processes, techniques, tools and conventions that will be used throughout the project.

- A documented, graphical representation of the workflows of all business processes, functions and operations required to support the delivery of the exercise. This document should include but not be limited to:
 - a. Workflow Diagramming;
 - b. Flowchart Diagramming;
 - c. Process Modeling;
 - d. State Transition Diagrams; and
 - e. Decisions Trees.

5 DRAFT CONTRACT AGREEMENT

REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT (together with all Appendices attached hereto and forming an integral part hereof) (hereinafter called "the Contract") is made in duplicate the _____ day of, _____ 2022 Between **Gambling (Gaming and Betting) Control Commission** (which expression shall include any successors in law) (hereinafter called "the Commission") with its registered address at _____, in the Island of Trinidad of the One Part and _____, in the island of Trinidad (hereinafter called "the Provider") of the Other Part.

WHEREAS:

- (a) The Commission is desirous of engaging ***CONSULTANT(S)/FIRM(S)*** for **THE PROVISION OF HUMAN RESOURCES MANAGEMENT AGENCY SERVICES** (which services are more particularly described in the Scope of Services hereto annexed) for the Commission (hereinafter called the Services).
- (b) The Commission (hereinafter called "the CTB") by Tender Notice dated the ____ 2022 the Commission invited tenders for the provision of the said services.
- (c) In response to the said Tender Notice the Provider submitted a Proposal for the said Services
- (d) By Letter of Favourable Consideration dated ____ 2022 the Provider was informed by the CTB that it had been favourably considered for the Contract for the provision of the Services in accordance with the fees as outlined in Clause 4 herein.
- (e) The Provider having represented to the Commission that it has the necessary professional skills personnel and technical resources has agreed to provide the Services on the terms and conditions herein set forth.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. In this Contract the words and expressions shall have the same meaning as are assigned to them in the contract documents.
2. The Commission **HEREBY APPOINTS** the Provider and the Provider **HEREBY ACCEPTS THE APPOINTMENT** to provide the Services in accordance with the terms and effects of this Contract.
3. The Provider shall provide the Services as specifically described in the Letter of Invitation, and the Scope of Services attached hereto.
4. In consideration of the premises **IT IS HEREBY AGREED** between the Parties hereto that the Provider shall carry out and complete the Services in conformity with the provisions of this Contract and the Commission shall make payment to the Provider in accordance with the fees as specified in the Letter of Award herein together with the following sums inclusive of Value Added Tax also specified in the Letter of Award herein:
5. In the event that any of the contract provisions are declared invalid the remaining provisions shall not be affected and shall have full force and effect.
6. It is understood that the opinions and recommendations of the Provider obligate neither the Commission nor its representative who reserve the right to put forward such observations or exceptions as they deem appropriate.
7. The following documents shall comprise the Contract Documents and Shall be deemed to form and be read and construed as an integral part of this Contract, namely:
 - (i) The Letter of Invitation for proposals for the Services dated 2022 hereto annexed and marked "A".
 - (ii) The Tender document dated _____ 2022 hereto annexed and marked "B".
 - (iii) The Consultant(s)/Firm(s) Tender dated _____ 2022 hereto annexed and marked "C".
 - (iv) The Letter of Favourable Consideration dated _____ 2022 hereto annexed and marked "E".
8. Should there be any conflict between this Contract and any other document hereinbefore listed this Contract shall take precedence.
9. The Provider for itself and its assigns and the Commission but not so as to impose any personal liability on the Interim Chief Executive Officer of the Commission mutually

covenant that they will Respectively perform and observe the several provisions of the Contract to be performed and observed by them under this Contract.

10. Each of the parties warrants its powers to enter into this Contract and has obtained all necessary approvals to do so.

10. GENERAL CONDITIONS

10.1 DEFINITIONS

Unless the context otherwise requires the following terms whenever used in this Contract shall have the following meanings:

- (a) **"Assignment"** means any agreement whereby the Provider transfers or divests itself of any rights or obligations of this Contract to a third party.
- (b) **"Contract"** means this Contract (and any and all Schedules or annexures to this Contract) between the Commission and the Provider as the same may be amended, modified or supplemented from time to time in accordance with the provisions herein.
- (c) **"Provider"** means the _____ and its legal successors and permitted assigns
- (d) **"Contract Documents"** means the documents listed in Clause 7 herein.
- (e) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause 10.12 hereof.
- (f) **"the Commission"** means the Gaming (Gambling and Betting) Control Commission
- (g) **"Personnel"** means persons hired by the Provider as employees and assigned to the performance of the Services or any part thereof.
- (h) **"Party"** means the Commission or the Provider as the case may be.
- (i) **"Services"** means THE PROVISION OF HUMAN RESOURCES MANAGEMENT AGENCY SERVICES to be provided by the Provider under this Contract in accordance with the Letter of Invitation and Tender Documents herein.

10.2 RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between the Commission and the Provider. The Provider subject to this Contract has complete charge of its personnel performing the Services and shall be fully responsible for the Services performed by them or on its behalf.

10.3 LAW GOVERNING CONTRACT

- 10.3.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the laws, customs, duties and taxes of the Republic of Trinidad and Tobago which shall mean the present laws, customs, duties and amendments thereto or new laws passed during the continuance of this Contract and shall be deemed to have been made in the Republic of Trinidad and Tobago.
- 10.3.2 Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.
- 10.3.3 The submission by the Parties to such jurisdiction shall not limit the right of the Commission or the Provider upon mutual agreement to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.
- 10.3.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any Party in accordance with Clause 10.6.
- 10.3.5 In the event that a Party to any proceedings arising out of or in connection with this Contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in Clause 10.6 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Party.

10.4 LANGUAGE

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

10.5 HEADING

The headings of this Contract are for ease of reference only and shall not limit, alter or affect the interpretation or construction of this Contract.

10.6 NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram or facsimile transmission and confirmed by registered post to the party to which it is required to be given at the following address:

For the Commission:-

**The Interim Chief Executive Officer
Gambling (Gaming and Betting) Control Commission
25 Western Main Rd
St James
Port of Spain**

For the Provider:-

10.7 CHANGE OF ADDRESS

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

10.8 CALCULATION OF TIME LIMITS

The time limits referred to in this Contract shall be calculated as follows except as otherwise stated in these conditions:

- from the day following the date of the act or deed which serves as the point of commencement for this time limit.
- where the time limit is fixed in days, it shall expire at the end of the last day of the time limit laid down in calendar days;
- where the time limit is fixed in months, it shall expire on the day having the same number as the day on which it began;
- in the event of the last month of a time limit fixed in months not having a day with the same number as the date on which it began the time limit shall end on the last day of that month;
- where the time limit is fixed by the week, it shall expire at the end of seven (7) days;
- if the last day of a time limit falls on a Sunday or a public holiday established by law, the time limit shall be extended until the end of the next working day.

10.9 AUTHORITY OF MEMBER IN CHARGE

The Provider hereby authorises to act on its behalf

in exercising all its rights and obligations towards the Commission under this Contract, including without limitations the receiving of instructions and payment from the Commission.

10.10 AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Commission by the Chief Executive Officer, or his designated representative;
- (ii) On behalf of the Provider by its designated representative.

10.11 TAXES AND DUTIES

The Provider shall pay all taxes, duties, fees and other impositions levied in accordance with the tax laws of Trinidad and Tobago.

10.12 COMMENCEMENT DATE

This Contract shall come into force and effect immediately upon the signing of this Contract.

10.13 COMPLETION OF CONTRACT

10.13.1 Subject to clause 10.13.2 the Provider shall complete **THE PROVISION OF HUMAN RESOURCES MANAGEMENT AGENCY SERVICES FOR THE COMMISSION** by 2022 or such further time as agreed in writing between the parties.

10.13.2.1 The Provider shall be deemed to have completed delivery of the Services upon certification by the Chief Executive Officer of the Commission or his designated representative that the Provider has duly performed all of its obligations in respect of the Tender.

10.14 ENTIRE AGREEMENT

This Contract embodies and sets forth the entire Contract and understanding of the Parties and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of this Contract, and neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

10.15 MODIFICATION

Modification of the terms and conditions of this Contract, including any modifications within the scope of the Services to be provided may only be made by written agreement between the Parties. This Contract shall be incapable of variations otherwise than in writing signed by or on

behalf of both the Commission and the Provider.

10.16 ASSIGNMENT AND SUB-CONTRACTING

Except as provided in the Tender hereto annexed this Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Provider without the prior written consent of the Commission and such consent if given shall not relieve the Provider of any liabilities or obligations under the terms of this Contract.

10.17 FORCE MAJEURE

10.17.1 Definitions

- (a) For the purpose of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, health pandemic, 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 the Commission.
- (b) Force Majeure shall not include:-
 - (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultant(s)/firm(s) or agents or employees nor;
 - (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the execution of this Contract and to avoid or overcome in the carrying out of its obligations hereunder;
 - (iii) insufficiency of funds or failure to make any payment required hereunder.

10.17.2 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of

carrying out the terms and conditions of this Contract.

10.17.3 MEASURES TO BE TAKEN

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay;
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

10.17.4 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or tasks shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.17.5 PAYMENTS

The Commission shall not be liable to make any payments under the Contract in respect of the period of the Provider's inability to perform the Services herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the Services.

10.17.6 CONSULTATION

Not later than fifteen (15) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

10.18 SUSPENSION OF PAYMENTS

The Commission may, by written notice of suspension to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Provider to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Provider of such

notice of suspension.

10.19 ABANDONMENT, CHANGE OF PLAN AND TERMINATION

10.19.1 ABANDONMENT

- (a) The Commission shall have the absolute right to abandon the Services or to amend its project or to change the general basis for the execution of the Services at any time and such action on its part shall in no event be deemed a breach of Contract.
- (b) If the Commission amends the scope of the Services or changes its general basis and the Provider is of the opinion that extra Services are made necessary as a result thereof the provisions of Extra Services Clause herein shall apply.

10.19.2 TERMINATION BY THE COMMISSION

The Commission may terminate the Contract by not less than seven (7) days written notice of termination to the Provider, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

- (a) if the Provider fails to remedy a breach in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.18 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Commission may have subsequently approved in writing.
- (b) if the Provider becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) if the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10.31.2 hereof;
- (d) if the Provider submits to the Commission a statement which has a material effect on the rights, obligations or interests or the Commission and which the Provider knows to be false;
- (e) if, as a result of Force Majeure, the Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) if the Commission, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.19.3 TERMINATION BY THE PROVIDER

The Provider may terminate this Contract by not less than seven (7) days' written notice to the Commission, such notice to be given after the occurrence of any of the events specified in the following paragraphs:

- (a) if the Commission fails to pay any money due to the Provider pursuant to this Contract and not subject to dispute pursuant to Clause 10.30 hereof within forty (40) working days after receiving written notice from the Provider that such payments is overdue;
- (b) if the Commission is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Commission of the Provider's notice specifying such breach;
- (c) if, as a result of Force Majeure, the Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Commission fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10.31.2 hereof.

10.19.4 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clauses 10.19.1, 10.19.2, 10.19.3 or upon completion of this Contract pursuant to Clause 10.13 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause 10.22.1 (b) and the obligation under 10.25 herein;
- (iii) the Provider's obligations to permit inspection copying and auditing of their accounts and records set forth in Clause 10.23 hereof, and
- (iv) any right which a party may have under the Laws of the Republic of Trinidad and Tobago.

10.19.5 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 10.19.2 and 10.19.3 hereof, the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Provider and equipment and materials furnished by the Commission the Provider shall proceed as provided respectively by Clauses 10.24 and 10.25 herein.

10.20 PAYMENT UPON TERMINATION

- 10.20.1 (a) Upon abandonment of the Services or termination of this Contract under Clauses 10.19.1, 10.19.2 or 10.19.3 hereof, and subject to the obligation of the Provider to reduce expenditure to a minimum as contained in Clause 10.19.5 the Provider shall be entitled to receive the remuneration due up to the effective date of abandonment or termination and reimbursement in full for such costs as shall have been incurred during the Contract period prior to the effective date of such abandonment or termination and which are directly attributable to the completed portion of the Services covered by this Contract.
- (b) Compensation to the Provider in respect of abandonment or termination shall be agreed between the Commission and the Provider or, failing agreement, shall be referred to arbitration in accordance with Clause 10.30 of this Contract.

10.20.2 DISPUTES ABOUT EVENTS OF TERMINATION

- (a) If either party disputes whether an event specified in paragraphs (a) through (c) of Clause 10.19.2 or paragraphs (a), (b) and (d) of Clause 10.19.3 hereof has occurred such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10.30 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- (b) If the Parties do not agree upon the value of the work performed prior to termination of the Contract other than for work which has been unsatisfactorily performed the provisions for Arbitration pursuant to Clause 10.30 hereof shall apply.

10.21 FAIRNESS AND GOOD FAITH

10.21.1 GOOD FAITH

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

10.21.2 OPERATION OF CONTRACT

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract,

and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that this Contract is operating unfairly, the aggrieved or concerned Party shall immediately inform the other Party of the threat or occurrence of any event or any other matter within the implementation of this Contract which is of concern or interest to it and the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10.30 hereof.

10.22 DUTIES OF THE PROVIDER

10.22.1 GENERAL OBLIGATIONS

STANDARD OF PERFORMANCE

- (a) The Provider shall exercise all reasonable skill care and diligence in discharge of its duties under this Contract. The Provider, its staff, employees and agents shall respect comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with the professional international standards of its profession.
- (b) The Provider, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-à-vis third parties in respect of information data or documents acquired or bought to their notice during the performance of the Services.
- (c) In carrying out the Services entrusted to it the Provider shall endeavour to find the technical and economic solutions best suited to the requirements and shall co-operate fully with the Commission in the execution of the Services herein.

10.22.2 The Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, economy and in a timely manner and in accordance with professional industry standards. The Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Commission, and shall at all times support and safeguard the Commission's legitimate interests in any dealing with Third Parties.

10.22.3 CONFLICT OF INTERESTS

The remuneration of the Provider pursuant to Clause 10.29 hereof shall constitute the Provider's sole remuneration in connection with this Contract or the Services hereof. The Provider shall not accept for its

own benefit any trade commission discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Provider shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

10.22.4 PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Provider nor its agents or the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the activities assigned to them under this Contract.

10.22.5 PROVIDER'S PERSONNEL

- (a) The Provider shall employ duly qualified personnel to perform the duties under this Contract, preference being given as far as possible to nationals of the Republic of Trinidad and Tobago. The qualifications and experience of all personnel shall be furnished to the Commission. The Provider agrees to remove any employee from the Services if requested in writing to do so by the Commission.
- (b) In the performance of all duties, the Provider shall be responsible for the professional conduct of its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.
- (c) The Provider agrees to furnish to the Commission upon request, full particulars of all persons employed under this Contract. If required, all such persons shall be subject to security approval prior to assignment to the Services. The Provider further agrees at the written request of the Commission to replace any individual or person employed by it if the Commission is of the opinion that for security or other valid reasons termination is required. On receipt of such a request the Provider will take all necessary steps to engage the services of a replacement for such person within seven (7) days. All cost connected with such replacement shall be borne by the Provider including consequential costs to the Provider or any resulting delays in the provision of the Services. Replacement Staff shall possess the same or superior level of knowledge and skills.

10.22.6 LIABILITY OF PROVIDER

The Provider shall be liable to the Commission for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the

Commission as a result of a default of the Provider or its personnel in such performance subject to the following limitations:-

- (a) The Provider shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any person other than the Provider and or its Personnel;
- (b) The Provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the Provider had no control.

10.22.7 **INDEMNIFICATION**

- 10.22.7.1 The Provider shall defend, indemnify, protect and save harmless the Commission and its agents, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Provider its agents, servants and employees in the performance of the Services under this Contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys' settlements, judgments or otherwise.
- 10.22.7.2 The Provider shall reimburse the Commission for any costs incurred by it to correct, modify or redesign any plans or documents submitted by the Provider that are found to be defective or not in accordance with the provisions of this Contract and all works resulting from and related to such plans or documents submitted by the Provider as are found to be defective or not in accordance with the provisions of this Contract.
- 10.22.7.3 The Provider shall place with the Commission an insurance for professional malpractice and/or public liability insurance of the type necessary to protect it from any liability arising under the foregoing provisions (paragraphs 10.22.7.1 and 10.22.7.2 above) and specifically providing for coverage of the Commission as a named insured identical to the terms and requirements of the foregoing provisions (paragraph 10.22.7.1 and 10.22.7.2 above). The said insurance shall be in the minimum amount of ten percent (10%) of the Contract sum and shall be maintained in force by the Provider for a period of five (5) years following the actual completion and acceptance of the Services by the Commission.
- 10.22.7.4 The Provider shall provide the Commission with evidence of the Provider's insurance in accordance with the foregoing provisions. Such evidence of insurance shall include the obligation of the

Provider assumed under the indemnity provisions of this Contract and shall provide for sixty (60) days' notice in writing to the Commission prior to any cancellation, expiration or non-renewal.

10.22.7.5 In the event that the Provider provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Provider is required by the terms of this Contract to maintain insurance, the said certificates shall be acceptable, but the Provider shall not be obligated to renew its insurance policies as necessary and provide new certificates of insurance from time to time, so that the Commission is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions. In the event that the Provider fails or refuses to renew its insurance policies and/or to provide new certificates, the Provider shall reimburse the Commission for the expenses thereby incurred by the Commission.

10.22.7.6 The Commission shall as soon as practicable after a claim has been made against it give written notice thereof of the claim. If suit is brought against the Commission, the Commission shall immediately forward to the Provider every demand, complaint, notice, summons, pleading or other process received by it or its representatives.

10.23 ACCOUNTING, INSPECTION AND AUDITING

The Provider shall keep accurate and systematic records and accounts of all Services in accordance with internationally accepted accounting practices in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and shall make them available for inspection, copying, checking and auditing by duly authorised Commission's representatives. The Provider further agrees that all of the above records shall be kept open for at least five (5) years for post-checking and auditing by duly authorised Commission's representatives.

10.24 OWNERSHIP OF DATA

10.24.1 All reports and other documents prepared by the Provider, or obtained from whatever source in connection with the Services, shall become and remain the property of the Commission and the Provider shall upon termination or expiration of this Contract, or as otherwise specified in this Contract deliver all such documents to the Commission, together with a detailed inventory thereof. The Provider may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Commission.

10.25 EXTRA SERVICES

If the Provider is of the opinion that any Services the Provider had been directed to perform are outside the scope of this Contract and constitute Extra Services the Provider shall promptly notify the Commission of that fact in writing. In the event that the Commission determines that such Services do constitute Extra Services, it shall provide extra compensation to the Provider upon a mutually agreeable fair and equitable basis. In the event that the Commission and the Provider do not reach mutual agreement on what constitutes Extra Services or fair and equitable compensation, the provisions of the Arbitration Clause of this Contract shall apply.

10.26 ERRORS AND OMISSIONS

The Provider agrees to perform such additional services as may be necessary to correct errors and omissions due to the negligence by the Provider in the Services without due delay and without additional cost to the Commission. The acceptance of the Services by the Commission shall not relieve the Provider of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Provider of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Provider of its liability for additional costs resulting from errors or negligence on its part.

10.27 INSPECTION BY THE COMMISSION

Duly authorised Commission's representatives shall have access to all records pertaining to the Services rendered and shall have such access as often or as frequently as required. The Provider further agrees to co-operate with the Commission's officers assigned to the Services being performed by the Provider for the purposes of supervision, checking, observations and reporting directly to the Commission when such need arises. All such reports shall be kept in strictest confidence and neither party shall disclose to any third party the contents of any such reports.

10.28 OBLIGATIONS OF THE PROVIDER

10.28.1 COUNTERPART PERSONNEL

The Provider is required to work closely and to co-operate with personnel designated by the Commission.

10.29 PAYMENT

10.29.1 MODE OF PAYMENT

Payment to the Provider for Services performed shall be as specified in the Letter of Favourable Consideration hereto annexed and subject to Clause 10.29.5 and made as follows:

- 10.29.2 Payment of valid invoices presented by the Provider shall be paid within sixty (60) days of presentation of same.
- 10.29.3 The final payment for the Services performed by the Provider shall be contingent upon prior acceptance by the Commission in addition to the satisfactory completion of all the Provider's obligations under this Contract.

10.30 SETTLEMENT OF DISPUTES

10.30.1 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably by direct informal negotiation, any disagreement or dispute arising out of or in connection with this Contract or the interpretation thereof.

10.30.2 RIGHT TO ARBITRATION

Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted for resolution by either party to an Arbitration Committee appointed by the parties herein.

The Committee shall comprise:

- (i) A representative of the Commission
- (ii) A representative of the Provider
- (iii) An independent umpire to be appointed by the President of the Law Association of Trinidad and Tobago.

- 10.30.3 In the event that the said Arbitration Committee does not resolve the said dispute within twenty-eight (28) days the same shall be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Act of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

- 10.30.4 Unless otherwise agreed by both Parties neither Party shall be entitled in any proceeding, whether before arbitrators or in any Court of Law or otherwise, and whether or not in relation to the dispute, to invoke or rely on any of the views expressed or statements made or written by either Party during the negotiations referred to in this Clause.

10.31 WAIVER OF REMEDIES

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

10.32 CONFIDENTIALITY

The Provider shall not, other than with the prior written consent of the Commission, during or after the termination, determination or expiry of this Contract disclose directly or indirectly to any person, company or third party and shall only use for the purpose of this Contract, any information relating to the Services, the Commission, its business, customers, suppliers or any other information of whatever nature which the Commission may deem to be confidential and which the Provider has or shall hereafter become possessed of.

IN WITNESS WHEREOF:

The Common Seal of the Gambling (Gaming and Betting) Control Commission has been affixed hereunder and the Chairman and Interim Chief Executive Officer have hereto set their respective hands for and on behalf of the Commission the day of 2022, and the Common Seal of the Provider has been affixed hereunder and the Managing Director and Secretary have hereto set their respective hands for and on behalf of the day of 2022.

SIGNED and Delivered by the Chairman and]
Interim Chief Executive Officer of the Commission]
as duly authorized by the Members of the Board]
of the Commission as and for its act and deed in]
the presence of:-)

SIGNED and Delivered by the Managing Director]
and Secretary of the Provider as duly authorised]
by the Members of the Board of Directors as and]
for its act and deed in the presence of:-]

