

RFP# T01/2019



REQUEST FOR PROPOSAL

**TO SUPPLY FACILITATION SERVICES
FOR WORKSHOP**

“Selecting and Managing Agents & Distributors”

Due Date MAY 31st 2019

Proprietary and confidential

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1.0 STATEMENT OF PURPOSE **unearth**

exporTT Limited is currently seeking a suitably qualified Consultant who can design, develop and deliver a training workshop entitled **Selecting and Managing Agents & Distributors** for approximately twenty five (25) Potential, New and/or Existing Export Professionals.

2.0 BACKGROUND INFORMATION

exporTT Limited is the sole national export facilitation organisation of Trinidad & Tobago mandated to create internationally competitive firms in the non-energy, manufacturing and services sector to grow and diversify trade and generate wealth through export led growth under the direction of the Ministry of Trade & Industry (hereinafter referred to as the “Ministry”).

The organization is led by a Board of Directors which governs the overall strategic direction of the company. Reporting to the Board of Directors is the Chief Executive Officer. The current staff complement is fifty (50) separated into nine (9) functional units.

3.0 SCOPE OF WORK

The **Consultant** will be responsible for:

- (i) Designing, developing and delivering a training workshop entitled **Selecting and Managing Agents & Distributors** for participants who are either new to exporting or existing Exporters from varied sectors in Trinidad and Tobago at a date and time mutually agreed by the Consultant and exporTT
- (ii) Providing exporTT with the required workshop material approximately one week prior the commencement of the workshop. exporTT will be responsible for printing and preparing the workshop material for participants.

- (iii) Preparation and submission of a Workshop Report no later than one (1) week after the delivery of each workshop

The Consultant must be willing to enter into appropriate non-disclosure legal arrangement to ensure confidentiality and security of the data, identities of the sample providers and related findings.

4.0 OBJECTIVES OF THE WORKSHOP

The overall objective of this workshop is to examine critical considerations when selecting, managing and monitoring agents and/or distributors who represent export businesses in foreign markets.

5.0 OUTCOME AND EVALUATION MECHANISM

Detailed below are the expected outcomes of the workshop:

OUTCOMES

Upon completion of training participants must be able to:

- Appoint and manage suitable partners (Agents and/or Distributors) responsible for promoting their products in defined foreign markets
- Negotiate and/or oversee the negotiation of agent and/or distributor contracts which are beneficial to and protective of the business
- Monitor Agents and/or Distributors Performance in the market

6.0 DELIVERABLES

Deliverables include:

1. Designing and executing a one day **“Selecting and Managing Agents & Distributors workshop”** which allows Exporters to successfully select, manage and

monitor Agents and Distributors who represent their business in international markets.

2. At the end of the workshop participants should be provided with draft agent and distributor agreement/contract templates with key clauses, as well as other resources and or tips which can be leveraged to negotiate and/or oversee the negotiation of their own agreements/contracts.
3. A Workshop Report no later than one (1) week after the delivery of the workshop
4. The Consultant will be responsible for supplying any additional reading material the consultant wishes to provide that is in keeping with the workshop content.
5. All workshops and classrooms sessions will be conducted in exporTT Limited's Training Room, located on the premises of exporTT Limited, Export House at 151B Charlotte Street, Port of Spain unless otherwise advised.

7.0 PAYMENTS

Payment is activity and/or output based and is made as follows:

- 20% Upon submission of Manual
- 80% Upon submission of Workshop Report

8.0 REQUIREMENTS FOR PROPOSAL PREPARATION

Proposals submitted should contain the following clearly identified headings / subject content:

- ❖ Company Profile
- ❖ Executive Summary (Overview of the Programme)

- ❖ Programme Outline
- ❖ Methodology
- ❖ Experience with similar Workshop
- ❖ Evaluation Mechanisms
- ❖ Critical Success Factors
- ❖ Details of Cost
- ❖ References (at least three (3) for similar program facilitated)

Proposal submissions should also contain evidence of the following valid statutory documents:

- ❖ Company Registration
- ❖ Certificate of Incorporation or Certificate of Continuance
- ❖ VAT & Income Tax Corporation Tax Clearance no more than three (3) months old
- ❖ National Insurance Compliance no more than three (3) months old
- ❖ Police Certificate of Character for Owner(s)/all Partners/Directors of the business
- ❖ Organization Chart and Resumes for all key Officers
- ❖ Audited Financial Statements
- ❖ Sworn Affidavit attesting to that the Certificates and other document submitted from third parties are genuine

The Consultant shall submit one (1) soft copy in PDF format to:

The Secretary
 Management Tenders Committee
 exporTT Limited
 #151B Charlotte Street
 Port of Spain

Soft copy is to be emailed to tenders@exportt.co.tt in PDF format.

The subject of the email must be RFP – “Selecting and Managing Agents & Distributors”

9.0 EVALUATION AND AWARD PROCESS

exporTT Limited awards proposals based on the evaluation of technical and other factors in addition to cost to determine the proposal that represents the best overall

value to **exporTT Limited**. **exporTT Limited** is not obligated to award the contract to the lowest bidder; however, as offers become technically equivalent, cost may become the determining selection factor.

The intent is to ensure that only capable Consultants are considered and that the best overall proposal is selected. A capable Consultant will have the capacity to fulfill required responsibilities. Of considerable importance will be reliable evidence of the Consultant's successful prior experience in similar circumstances.

Therefore Consultants should prepare the qualification submission with great care to amply demonstrate their capability to perform as required.

The Consultant will be evaluated based on the following:

FACTORS	DESCRIPTION	WEIGHT
Approach & Methodology	The extent to which the Consultant's proposal presents an efficient and realistic approach to achieving exporTT's objectives including its ability to effectively and efficiently manage the proposed contract.	5
Experience with Similar Workshops	Demonstrated experience and past performance in the related topic to be considered as the lead Consultant.	5
Delivery Timeframe	Demonstrated evidence that the Workshop can be delivered in the requested timeframe.	2
Training Effectiveness	The degree to which the Consultant's proposal presents an efficient and realistic approach to testing transference of knowledge. i.e. Ensuring outcomes are achieved.	4
Cost	The cost is acceptable given the qualifications and experience of the Consultant, the extent of work involved in executing the workshop.	4

exporTT Limited reserves the right to select proposals where it has determined that the superiority of the Consultant's technical ability or quality to be equal to or more important than the proposed cost or price.

10.0 PROCESS SCHEDULE

DUE DATES

A Letter of Intent emailed to sjackson@exportt.co.tt properly addressed in letter format with the subject of the email being - Letter of Intent – RFP “Selecting and Managing Agents and Distributors” of the Proponent's intent to respond to this RFP is required by **May 24 2019**. All proposals are due by **May 31, 2019**. Any proposal received after the required time and date specified shall be considered late and non-responsive. Any late proposals will not be opened to be evaluated for reward under any circumstances.

11.0 COMMUNICATIONS

Contact with **exporTT Limited** personnel pursuant to this RFP shall be restricted to **exporTT Limited** contact identified and in accordance with the terms described herein. Only those communications that are in writing from **exporTT Limited** contact may be considered as a duly authorized expression on behalf of **exporTT Limited**.

12.0 RFP CLARIFICATION

Consultants shall be given **one** opportunity prior to submitting their Proposal to ask questions related to the RFP. All questions should be clear and concise and must be consolidated into one submission per Consultant. **Questions submitted after the due date May 20th 2019 will not be entertained.**

The text of select questions and answers of a substantive nature will be forwarded to all Consultants being solicited. Questions of a similar nature may be combined into a common question for a response based on **exporTT**'s discretion.

All communication with the exporTT Contact must be in writing only and can be emailed to:

**Shelly Jackson
Procurement Officer
exporTT Limited**

sjackson@exportt.co.tt

13.0 CONSULTANT'S REPRESENTATIVE

Each Consultant must, within a maximum of two (2) days after receiving the RFP, advise the **exporTT's Limited** Representative, in writing, of the name, business and email address, mobile, telephone and fax number of the individual who is designated as the Consultant's Representative for the purposes of this RFP. The Consultant's Representative is the only person authorized to communicate with **exporTT Limited** for the purposes of this RFP and **exporTT Limited** is not required to communicate or otherwise deal with any other person on behalf of the Consultant.

14.0 AMENDMENTS, MODIFICATIONS AND CANCELLATIONS OF RFP

Receipt of a Proposal and/or any and all discussions occurring during this RFP does not obligate **exporTT Limited** in any way. **exporTT Limited** reserves the right to accept or reject any and all Proposals. **exporTT Limited** reserves the right to revise, amend, cancel, and/or reissue this RFP at any time for any reason, in which event such action shall be communicated in writing and provided to all proponents.

15.0 USE OF PROPOSALS

exporTT reserves the right to use any and all concepts contained in the Proposals submitted in response to this RFP. All materials and concepts included in the Proposals shall become the exclusive property of exporTT. Selection or rejection of a Proposal shall not affect this right.

16.0 COST OF PROPOSAL PREPARATION AND/OR RFP PARTICIPATION

Any and all costs incurred by the Consultant associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Consultant and shall not be chargeable in any manner to **exporTT Limited**.

17.0 CONFIDENTIALITY OF PROPOSALS

Consultants are required to keep their proposals confidential and must not disclose their proposals, or information contained in them, to anyone else without the prior written consent of **exporTT Limited**.

18.0 CONSULTANTS NOT TO CONTACT EVALUATION OFFICIALS

Consultants are advised that there should be no contact between their staff and the evaluation committee or officials.

19.0 NO COLLUSION

Consultants must not communicate, directly or indirectly, with any other Consultants (including through any employees, agents or contractors) regarding the preparation, content or submission of proposals. Each proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other proposal. Submission of a proposal to the **exporTT Limited** is deemed to be a representation and warranty by

the Consultant submitting that proposal that it has complied with the requirements of this paragraph. If **exporTT Limited** determines that a Consultant has violated this section, **exporTT Limited** is entitled to disqualify that Consultant and to reject his/her proposal as being invalid.

20.0 CORRUPT AND FRAUDULENT PRACTICES

Consultants shall adhere to the highest ethical standards and refrain from engaging in corrupt or fraudulent practices. Corrupt practices shall include the offering or giving by Consultants or any officer, employee, or person acting on their behalf to any officer employee or person acting on behalf of **exporTT Limited** any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do or for having done or fore-borne to do any act in relation to this RFP process including the evaluation of proposals and the negotiation and execution of the agreements.

Fraudulent practice means any misrepresentation of the facts in order to influence the evaluation and selection process described in this RFP or the negotiation and execution of the agreements to the detriment of **exporTT Limited** and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive **exporTT Limited** of the benefits of free and open competition. If **exporTT Limited** determines that a Consultant or any officer, employee or person acting for the Consultant has engaged in a corrupt or fraudulent practice, **exporTT Limited** will, without prejudice to any other right or remedy reject that Consultant's Proposal.

21.0 BEST OVERALL ACCEPTABLE PROPOSAL

The objective of the evaluation process is to rank proposals in ascending order based on their responses to the stated Objectives and the requirements set out in the RFP. The first ranked proposal will be the one which provides the best overall acceptable response.

22.0 AGREEMENT

Upon completion of the evaluation exercise, **exporTT Limited** will select as the Preferred Consultant, the Consultant with the best overall acceptable proposal with whom it will enter into negotiations. If negotiations are unsuccessful, **exporTT Limited** may, in its sole discretion, enter into negotiations with the next ranked Consultants, and this procedure may be repeated by **exporTT Limited** as many times as **exporTT Limited, in its sole discretion** considers necessary.

exporTT Limited expects to enter into an agreement (draft attached) with the Successful Consultant. The final documents will incorporate those provisions and terms as shall be agreed between **exporTT Limited** and the Successful Consultant. **exporTT Limited reserves the right to open up any aspect of the Preferred Consultant's proposal for negotiations prior to entering into any agreements.**

The agreements shall contain Cross-Default provisions entitling **exporTT Limited** to regard a default by the Successful Consultant under any agreement as default in all other agreements between **exporTT Limited** and the Successful Consultant.

It may be necessary that other agreements may be required to completely define all arrangements between **exporTT Limited** and the Successful Consultant. Consultants are invited to identify any agreements in addition to those listed in the RFP which would be required if their proposal is accepted.

If a Consultant intends that any aspect of its proposal is non-negotiable, it should clearly identify that aspect.

Consultants are asked to indicate as clearly as possible, all terms and conditions and all other agreements necessary to make their proposals viable.