

Level 12, Nicholas Tower, 63-65 Independence Square, Port of Spain.

Telephone: 623-2931 ext. 2202/2209/2212 • Fax: 623-5445 • Email: tandtftc@gmail.com

REQUEST FOR PROPOSALS

Consultancy for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission

RFP Reference#: RFP/01/PSIP/CP#001/FTC/2023

Issue Date: February 22, 2023

TABLE OF CONTENTS

| Section | Description | Page |
|---------|-------------------------|-------|
| | | |
| 1.0 | Letter of Invitation | 3-4 |
| 2.0 | Definitions | 5-6 |
| 3.0 | Instructions to Bidders | 7-18 |
| 4.0 | Terms of Reference | 19-27 |



Level 12, Nicholas Tower, 63-65 Independence Square, Port of Spain.

Telephone: 623-2931 ext. 2202/2209/2212 • Fax: 623-5445 • Email: tandtftc@gmail.com

SECTION 1.0 LETTER OF INVITATION

Section 1.0 Letter of Invitation

Title: Consultancy for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission

The Client hereby invites sealed Proposals for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission pursuant to Project "Capacity Building for the T&T Fair Trading Commission R036" under the Public Sector Investment Programme (PSIP). The Terms of Reference enclosed provides specific details regarding the Services to be performed.

Please be instructed by the following:

- 1. This invitation is open to eligible Consultancy Agency /Firm "the Consultant".
- 2. Any clarifications must be directed to the Executive Director, Fair Trading Commission using the contact information provided below no later than 2.00pm (local time) on **Friday 03, March 2023.**

Executive Director Fair Trading Commission Level 12, Nicholas Tower 62-65 Independence Square Port of Spain

Email: info@tandtftc.org

- 3. Bidders should include "Tender for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission" in the subject of the email regarding their questions and queries. Responses to all questions and queries will be posted on the FTC's website.
- 4. The original, three (3) copies and one digital copy on a USB drive of The Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission, RFP reference number, name and address of the company.

- 5. The original, three (3) copies and one digital copy on a USB drive of The Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL", Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission, RFP reference number, name and address of the company and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 7. Envelopes must be deposited in the tender box labelled "Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission," located on Level 16, Nicholas Tower, Independence Square, Port of Spain, no later than 2.00pm (local time) on Friday March 10, 2023. Bidders should note that the dimensions of the slot in the tender box are 37.5cm x 5.5 cm, and as such, Proposals should be packaged accordingly.
- 8. Envelopes should be addressed to:

Executive Director
Fair Trading Commission
Level 12, Nicholas Tower
62-65 Independence Square
Port of Spain

- 9. The successful Consultant will also be required to enter into a written Contract with the Client upon notification of an award of Contract.
- 10. Late Proposals will **NOT** be considered in any circumstances.
- 11. The Client does not bind itself in to accept any Proposal
- 12. Proposals would be evaluated in accordance with the evaluation criteria and methodology outlined herein.
- 13. The Client reserves the right to cancel the bidding process in its entirety or partially without defraying any cost incurred by any Bidder in the preparation and submission of its Technical and Financial Proposal.

Executive Director

Fair Trading Commission

February 22, 2023

DEFINITIONS

DEFINITIONS:

- (a) "Bidder" means any Consultancy Agency/Firm that submits a proposal for the requested services.
- (b) "Client" means the Fair Trading Commission;
- (c) "Consultant" means any Consultancy agency/Firm/ company that may provide or provides the Services to the Client under a contract;
- (d) "Contract" means the contract signed between the Client and the Consultant and all the attached documents listed in said Contract;
- (e) "Day" means working day;
- (f) "FTC" means Fair Trading Commission.
- (g) "Proposal" or "Proposals" means the Technical Proposal and the Financial Proposal;
- (h) "Services" means the provision of Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission to be provided to the Fair Trading Commission in accordance with the Terms of Reference.
- (i) "Consultancy Agency Representative" means the permanent or temporary employees of the Consultant who have been trained and equipped to perform the services;
- (j) **Terms of Reference**" (TOR) means the document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the FTC and the Consultant, and expected results and deliverables of the assignment;
- (k) "TTD" means Trinidad and Tobago Dollars;
- (l) "VAT" means Value Added Tax;

Section 2.0

Instructions to Bidders

1.0 INTRODUCTION

- 1.1 The Client will select a Consultant from those whose Proposals are deemed eligible and which satisfy the evaluation criteria indicated in 13.3.2 of this section.
- 1.2 Bidders are invited to submit a Technical Proposal and a Financial Proposal, for the "Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission" for the Client. The Proposal submitted will be evaluated and be the basis for contract negotiations and form part of a signed Contract between the Client and the selected Consultant.
- 1.3 Bidders shall bear all costs associated with the preparation and submission of their Proposals, and the contract negotiation process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.4. Conflict of Interest

- 1.4.1 The Client requires that Bidders provide professional Services and hold the Client's interests paramount at all times. The Bidder shall also strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.4.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

1.4.2.1 Conflicting Relationships

1.4.2.1.1 A Bidder (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference, (ii) the selection process, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that

may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

1.5 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiar with the requirements and specifications of the Services outlined in the Terms of Reference, with all current labour and market conditions, and with applicable laws, such that the Bidder accepts responsibility for, is prepared to execute and shall completely fulfil all obligations under the proposed Contract. Likewise, Bidders shall warrant the accuracy and reliability of all information they submit in this process.

2.0 PROPOSAL DOCUMENTS

2.1. Proposals must comply with requirements

2.1.1 The Bidder is expected to carefully examine all instructions, conditions, forms and terms. Failure to comply with the requirements of the tendering procedures will be at the Bidder's own risk.

2.2 Language of the Proposal

2.2.1 All documents, correspondence, and any other formatted communications shall be written in the English Language (UK).

2.3 Modification and Withdrawal of Bids

Bidders may modify or withdraw their Proposals after submission provided that the modification or notice of withdrawal is received in writing by the Fair Trading Commission prior to the prescribed deadline for the submission of Proposals.

2.4 Clarifications and Amendments regarding the RFP

Bidders may request clarification of the RFP at any time before seven (7) days of the deadline for submission date. All clarifications must be submitted in writing to the e-mail address identified below:

Executive Director
Fair Trading Commission
Level 12, Nicholas Tower
62-65 Independence Square
Port of Spain

Email: info@tandtftc.org

- 2.4.2. The Client will respond in writing via the FTC's website without identifying the source of the request for clarification. Any oral communications shall be considered unofficial and non-binding. The Client reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 2.4.3. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below at 2.4.4
- 2.4.4 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing. The amendment shall be placed on the FTC's website and will be binding on all firms participating in this process.

3.0 PREPARATION OF PROPOSALS

- 3.1 The Bidder is expected to examine all terms and instructions included in the Proposal documents. All information requested must be provided.
- 3.2 Bidders must provide the full legal name of the entity making the bid, the signature of the Consultancy Agency Representative of the Bidder and the registered office of the Bidder; in their Proposal.
- 3.3 In the case of any discrepancy between the copies of the Proposals, the original will govern. The original and each copy of the Proposal must be prepared in indelible ink and must be signed by the Consultancy Agency Representative of the Bidder.

4.0 COSTING OF PROPOSALS

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of the Proposals. The Client shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.
- 4.2 By submitting a Proposal, the Bidder accepts that it shall bear any and all costs due to the Bidder's misinterpretation or misunderstanding of the Contract requirements, or because of any information which is known or should have been known to the Bidder, such as the Bidder's labour costs.

5.0 INCOME TAX AND VALUE ADDED TAX (VAT)

The tax laws of the Republic of Trinidad and Tobago prescribe that all Bidders must comply with all tax obligations to the Republic of Trinidad and Tobago and in this respect all Bidders, **shall** submit with their Proposals:

- Valid Income Tax Certificate;
- Valid Value Added Tax Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of Proposals; and
- Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act).

6.0 PROPOSAL VALIDITY

- 6.1 Bidders must provide in their Proposal, 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 Proposal or as extended in accordance with 6.2 of this section, during which time the Bidders will undertake to maintain the Proposal including named personnel.
- 6.2 In exceptional circumstances, prior to the expiry of the original offer validity period, the Client may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

7.0 SUBMISSION OF PROPOSALS

- 7.1 Bidders may only submit one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified.
- 7.2 The Proposals must be submitted in two (2) separately sealed envelopes consisting of the Technical Proposal and the Financial Proposal.

7.3 Technical Proposal

7.3.1 A Bidder's Technical Proposal shall include the following:

| A | A brief description of the Bidder including: | | |
|---|---|--|--|
| | • if a company, a Certificate of Incorporation | | |
| | • If a partnership, evidence of duly organized partnership and a Power of Attorney for the authorised representative of the partnership. | | |
| | • If a Joint Venture (JV), a Power of Attorney for the authorized representative for each party to the JV and a Power of Attorney to represent the JV. | | |
| | A list of the directors of the Company/Companies, where applicable | | |
| | A disclosure statement of conflict of interest, where applicable | | |
| | Compliance with the Bid Validity period. | | |
| | | | |
| В | A Transmittal Letter signed by the duly authorized officer 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, address, email addresses, and telephone number(s) of the individual(s) to contact. | | |
| С | Comments on the Terms of Reference (TOR). | | |
| D | The Bidder's understanding of the Services. | | |
| Е | The Bidder's professional/technical approach to the delivery of the Services. | | |
| F | A detailed Project Plan of the activities, human resource and other needs, and timelines that are proposed to deliver the Services. | | |
| G | A detailed description of the Key Experts work experience in accordance with the Technical Proposal criteria. | | |
| Н | Copies of the Auditor's report together with audited financial statements made in accordance with approved standards for the last two (2) years (if not required by law to have audited financials, | | |

| | submit unaudited statement and legal proof that audited financials are not required) or a Letter from a reputable financial institution attesting to the financial capability of the Bidder. |
|---|---|
| I | Valid Income Tax Certificate; Valid Value Added Tax Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of Proposals or a letter of exemption from the Board of Inland Revenue.; and Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act); |
| J | Client references from at least two (2) separate clients from Projects of a similar nature. Client references must include the following: Name of Project completed, contact names, position, telephone numbers and email addresses. |
| K | Acknowledgement of any Addenda issued by the Client in response to any queries received by Bidders or for any other reason. |

7.4 Financial Proposal

7.4.1 The Financial Proposal must include the following:

| A. | A general Price Summary. |
|----|---|
| В. | A detailed description of the fee(s) and the associated breakdown, such as salary, overheads, allowances where applicable, for the Services to be provided. All activities should be costed out separately, and in the case of those for which no costing information is provided, it will be assumed that they are included in the overall amount cited in the Financial Proposal. |
| C. | The Financial Proposal must take into account all local tax liability. |

- 7.4.2 VAT if applicable, must be shown in the Proposal price in the Financial Proposal.
- 7.4.3 All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD).

7.4.4 Proposal prices

The Bidder must ensure that the prices of services it proposes to supply under the contract for the Consultancy Services must fall within the **fixed budget** of *One Hundred and Fifty Thousand Dollars* (**TTD \$150,000.00**) inclusive of all applicable taxes and fees, remuneration / professional fee and all incidental expenses such as printing of reports / deliverables, transportation / fuel, communications, etc. Please note that the evaluation mode is of a Fixed Budget Selection and that any Bid exceeding this fixed approved budget will be rejected.

8.0 TAX LAW COMPLIANCE

Consultants shall comply with all of the Income and Tax laws of the Republic of Trinidad and Tobago inclusive of the payment of VAT, if applicable.

9.0 CONFIDENTIALITY

Information regarding the evaluation of Proposals and recommendations regarding the award of contracts will not be made available to Bidders who have presented Proposals or to other persons not involved in the process in an official capacity, until notification of the contract award. A Bidder's misuse of confidential information regarding this process may result in the rejection of its Proposal.

10.0 CANCELLATION OF THE RFP PROCESS

The Client reserves the right to cancel the RFP process in its entirety or even partially for any reason without defraying any costs incurred by any Bidder Notice of such cancellation will be communicated to all participating Bidders.

11.0 BID REJECTION

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

12.0 ENVELOPE PREPARATION

- 12.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 7.3.1. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate
- Bidders are to submit **one** (1) original and **three** (3) copies each of the Technical and Financial Proposals, and mark "**ORIGINAL**" or "**COPY**" as appropriate.
- The original, three (3) copies and one digital copy on a USB drive of The Technical Proposal shall be placed inside of a sealed envelope clearly marked "Envelope A TECHNICAL PROPOSAL", Consultancy for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission, RFP reference number, name and address of the company.
- The original, three (3) copies and one digital copy on a USB drive of The Financial Proposal shall be placed inside of a sealed envelope clearly marked "Envelope B FINANCIAL PROPOSAL", Consultancy for the Provision of Consultancy Services for the Development of a

Communications Plan and Strategy for the Fair Trading Commission, RFP reference number, name and address of the company and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

- The Proposals must be deposited in the **Tender Box** located on level 16, Nicholas Tower, Independence Square, Port of Spain, no later than 2.00pm (local time) on Friday March 10, 2023.
 - (a) The Tender Box's slot has the dimensions of **37.5** cm (length) x **5.5** cm (width). Proposals should be packaged to fit into this slot.
 - (b) Late submissions will not be accepted.
 - (c) Faxed/emailed Proposals will not be considered.
 - (d) The Tender Box will be opened at **2:05 p.m.** (immediately after the closing time for submissions).

13.0 BID OPENING AND EVALUATION

13.1 Opening of Technical Proposals

At the opening of the Technical Proposals the following shall be read out by the Client: (i) the name of the Bidder or, in case of a Joint Venture, the name of the Joint Venture and the name of the lead member; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal and or (iii) any modifications to the Proposal submitted prior to proposal submission deadline.

13.2 Clarification of Bids

The Client may request in writing, clarification of a Bid by the respective Bidder. This option is to be used only to facilitate the evaluation of Bids. No change in the price or substance of the Bid shall be sought or permitted.

13.3 Proposal Evaluation

The Bidder is not permitted to alter or modify its Proposal in any way after the deadline for submission date and time. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

13.3.1 Preliminary Evaluation

Proposals that are received will be reviewed to ensure that all documents and information requested in the RFP documents are included in the submission. At this point, incomplete submissions will be deemed non-responsive to the requirements outlined in the RFP and will not be considered further.

13.3.2 Evaluation of Technical Proposals

Each submission deemed substantially responsive during the preliminary examination stage shall be subjected to a technical evaluation in accordance with the evaluation criteria identified in Table 1 below.

Table 1: Technical Proposal Evaluation Criteria

| No. | Qualification Criteria | Max Score |
|-----|--|-----------|
| 1. | Proven experience of the Bidder's Key Experts as evidenced by number of years' experience and projects completed of a similar nature and complexity: | 30 |
| | (a) At minimum, seven (7) years of professional experience in Public Relations, Communications, Marketing, Advertising or a related field. (12 pts). | |
| | (b) (i) At least five (5) years' experience in drafting and summarizing communications documents based on technical reports and papers. | |
| | (ii)At least five (5) years' experience in editing and proofreading. (12 pts). | |

| | c) Completed at least two (2) projects of a similar nature within the last ten (10) years.(6 pts) | |
|----|---|----|
| 2. | Methodology a) Technical approach and methodology (30 pts) b) Work plan and allocation of staffing (15 pts) | 45 |

| No. | Qualification Criteria | Max Score |
|-----|---|-----------|
| 3. | Key Experts' qualifications and competency for the assignment: Have on its team, persons with excellent written and oral communications skills, specifically in developing public awareness materials and who possess a first- | 20 |
| | degree in Communications, Marketing, Public Relations, Advertising, Fine Arts, or a related field. (20 pts) | |
| 4. | Financial Capacity of the Bidder Analysis of financial strength of the firm to determine the financial stability using the audited financial statements for the last two years. (If not required by law to have audited financials, submit unaudited statement and legal proof that audited financials are not required). | 5 |
| | Total | 100 |

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score of 70 points.

13.3.3 Evaluation of Financial Proposals

Following the ranking of the Technical Proposals, the top-ranked Bidder, only the Financial Proposal of the technically top-ranked Bidder will be opened by the Client.

Please note that following the evaluation of the technical and financial proposal, awarding of any Contract is subject to the Fixed Budget Selection mode as mentioned in **7.4.4**.

13.4 Evaluation Committee

- **13.4.1** An Evaluation Committee will review the Proposal for responsiveness to the Client's requirements. Proposal evaluation will be based on a set of evaluation criteria that reflect the relative importance of the various aspects of the Proposal and the Bidder's submission in relation to the Client's requirements.
- **13.4.2** The Evaluation Committee reserves the right to check references submitted by any Bidder. Additional information may also be requested from a Bidder about similar Services provided to former clients.
- **13.4.3** The Evaluation Committee reserves the right to reject any offers which are not signed, or are in unsealed envelopes, or contain alterations or erasures which are not initialed by a Bidder, without incurring any liability whatsoever.

14.0 NEGOTIATION AND AWARD OF CONTRACT

- Budget Selection mode) of the top ranked Bidder, an invitation for technical, financial and contract negotiations will be provided. The objective of the negotiations will be for the Client to achieve best value for money. The negotiations will be held at a date, time and address to be indicated by the Client with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder. The Bidder will be required to confirm the availability of their Key experts as a pre-requisite for negotiations. Should negotiations with the top-ranked Consultant fail, the discussions would be formally terminated. The Financial Proposal of the next ranked Bidder will be opened and evaluated. Negotiations will be conducted with the next ranked Bidder, and so on until the contract can be successfully negotiated.
- **14.2** The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- 14.3 If successful, the Consultant will be required to enter into a formal contract with the Fair Trading Commission. The contract will be executed following successful negotiations with the top-ranked, or subsequent Consultant, and the fulfilment of the Client's requirements for the creation of binding legal relations, including its internal approval process.
- **14.4** The successful Consultant and the Client shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.
- **14.5** Unsuccessful Bidders will be so notified as soon as possible after the award of contract.

SECTION 3.0 TERMS OF REFERENCE

Consultancy for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission

1. BACKGROUND

About the Fair Trading Commission

The Fair Trading Commission (FTC) is an independent Statutory Agency established pursuant to the Fair Trading Act 2006. It is the third competition agency established in the CARICOM region and is one of the more than one hundred competition agencies that are presently functioning globally.

Our Objectives:

The FTC's objectives are to:

- Ensure that all legitimate business enterprises have an equal opportunity to participate in the economy.
- Prevent Anti-competitive conduct while at the same time complementing other policies that promote competition.
- Maintain and encourage free and fair competition.
- Raise awareness of the benefits of competition through advocacy.
- Provide guidance on how to comply with the law.

The FTC seeks to create and maintain a "Fairer Trinidad and Tobago for all" which will be characterized by vigorous competition with the result being high quality goods and services being provided at competitive prices. The FTC prides itself in being a transparent and accountable agency that encourages the maintenance and promotion of free and fair competition in the conduct of business in Trinidad and Tobago.

Our Vision

To create an economy that is characterized by fairness and vigorous competition with the result being, high quality goods and services being provided at competitive prices.

Our Mission

To protect and maintain free and fair competition in the conduct of business in Trinidad and Tobago.

Our Mandate

To promote, protect and maintain effective competition and to ensure that competition is not distorted, restricted or prevented in the Trinidad and Tobago market. The FTC does this by:

- Preventing anti-competitive conduct
- Taking actions against abuse of dominance, restraint of trade and unfair or deceptive trade practices
- Diffusing and publishing information about competition policy
- Advising the Government on other laws affecting competition

Further information on the Fair Trading Commission may be accessed via our website: www.tandtftc.org

2. PROJECT OBJECTIVE AND SCOPE

Objective

This consultancy for the Provision of Consultancy Services for the Development of a Communications Plan and Strategy for the Fair Trading Commission is being done pursuant to the Project "Capacity Building for the T&T Fair Trading Commission R036" under the Public Sector Investment Programme and seeks to:

Establish and Launch an appropriate Communications Plan and Strategy for the FTC and to provide advisory services relating to same, with a focus on increasing the FTCs visibility while also improving the public's perception of the organization with there being increased recognition of the FTC's activities and achievements.

Scope of Work

General

- Working collaboratively with the assigned officers of the FTC and other stakeholders to execute project activities relative to this consultancy;
- Conducting primary data collection where necessary to inform recommendations;
- Facilitating consultation and validation sessions with key informants/stakeholders; and
- Participating in meetings including an inception meeting with the relevant officer or other stakeholders of the FTC and liaising with them where relevant, in the execution of the consultancy.

The work of the consultancy agency will specifically include, but is not limited to:

Development of a Communications Plan and Strategy

The Development of the Communications Plan and Strategy and providing advisory services relative to same, which will be based on identified organizational objectives, target audiences¹, insight and research including the reviewing of existing communications activities of the FTC in order to identify areas of improvement and synergies which will include the development of a Marketing Strategy and providing advice on the development of a Promotional Campaign.

In the context outlined above, the FTC requires a full-service consultancy agency to provide the following in terms of branding, image and advertising all of which will be included in the Communications Plan and Strategy and which will also assist in the preparation of a Marketing Strategy and in the development of a Promotional Campaign for the FTC.

i. Advertising and Branding

Advising on the Branding as per corporate brand guidelines for:

- Corporate stationery
- Corporate wear:
- Corporate promotional items

The creation of the concept, design, layout and final artwork for:

- i. Two (2) Advertisements (one (1) animated and one (1) commercial acting version) aimed at increasing the awareness of the FTC and its role in protecting and maintaining free and fair competition in the conduct of business in Trinidad and Tobago.
- ii. Templates for Media Releases, Newspapers and Magazine Articles and Advertisements.
- iii. Signage for example, indoor/outdoor banners, call cards, invitations, web banners, calendars and stationery as required.
- iv. Brochures and corporate profiles.

ii. Media Strategy, Buying, Planning and Monitoring

Providing advisory services relative to the FTC's overall Communications Plan and Strategy. These specifically include but are not limited to:

- Traditional, digital and online media placement of advertisements
- Local Media scheduling (print & electronic)
- Organising of media interviews with the local media
- Utilizing media networks to have stories published by the Fair Trading Commission and to ensure that our events are covered.

¹ The Target audience will be the Commission's stakeholders which includes businesses and business associations in the private sector, government ministries and agencies, members of the media, non-governmental organizations and academia.

- Advising on the most ideal combination of media for marketing and advertising campaign objectives and the scheduling of same. These may include: TV, press, magazine, direct mail, digital advertisement and other non-traditional media.
- Provision of advisory services in relation to media buying in the newspapers
- Local media monitoring
- Any other media related work as may be required by the FTC during the period of engagement.

iii. Copywriting

- Proof reading media releases, newsletters, booklets, brochures, corporate videos and profiles and providing advice to improve same for dissemination to the public
- Any other related work as required by the FTC during the period of engagement.

iv. Spatial Branding & Design and Event Management

Provide advice aimed at increasing the awareness of the work of the FTC and increasing its visibility. These specifically include but are not limited to:

- Décor, logistics, design and branding for exhibition booths and internal or external corporate spaces.
- Event planning and management of:
 - i. Corporate functions hosted internally or externally
 - ii. FTC -hosted Meetings, seminars and workshops
 - iii. FTC's participation at conventions including trade exhibitions
 - iv. Any other event related work by the FTC during the period of engagement.

v. Social Media

- Provision of advisory services aimed at increasing the awareness of the FTC on the FTC's social media and other corporate platforms e.g. Facebook, LinkedIn, Instagram and YouTube.
- To prepare and conduct online and/or traditional surveys inclusive of but not limited to: brand perception surveys, marketing research surveys and industry surveys.
- Provision of advisory services in relation to media buying on Facebook and Instagram advertisements.
- Any other work required by the FTC during the period of engagement.

vi. Video and Television ad Production

Two (2) Advertisements (one (1) animated and one (1) commercial acting version) aimed at increasing the awareness of the FTC and its role in protecting and maintaining free and fair competition in the conduct of business in Trinidad and Tobago and will include:

- i. The development and finalization of television scripts subsequent to consultation with the FTC
- ii. Television advertisements which includes production and editing
- iii. Advise on the Proposed concept and treatment for the videos based on the supplied brief.
- iv. Preparation of videos which must be in high definition format: minimum acceptable resolution (1920 x 1080) with a (16 x 9) aspect ratio. Where animation is used, a minimum of 2-D animation.
- v. Media Assets which must be of television broadcast quality and retained in the highest possible digital format for curation or onward transmission on all visual media platforms.
- vi. Videos being supplied in either .mp4 or .h264 file format with sufficiently high bitrate for use on the FTC's website and social media platforms.
- vii. Any other work required by the FTC during the period of engagement.

vii. Website Revamp

To provide advice on the redesign, upgrade of the FTC's website with the aim of having greater website traffic and a website that is modern, attractive, appealing and easy-to-navigate as well as mobile-friendly, multiplatform ready and secure.

Outputs

The project will produce:

- 1) The provision of an Inception Report and Implementation Schedule;
- 2) The Establishment of a Communications Plan and Strategy for the FTC;
- 3) The Preparation of a Marketing Strategy for the FTC;
- 4) A Report on the advice on the development of a Promotional Campaign for the FTC;
- 5) An Assessment Report of the existing Communications capacity of the FTC;
- 6) A Final Report containing a clear and concise summary of the activities undertaken, inputs, outputs, conclusions, recommendations and lessons learnt.

All reports must be approved by the FTC.

3. DELIVERABLES AND REPORTING REQUIREMENTS

3.1 The selected consultancy agency will report to the Executive Director of the FTC and will be required to submit deliverables in accordance with the following deliverable schedule:

| Deliverables | When | |
|--|---|--|
| Inception Report and Implementation | 5 days after commencement of services | |
| Schedule | | |
| Draft Communications Plan and Strategy | 20 days after approval of Deliverable 1 | |
| Presentation of the Communications Plan and | 15 days after approval of Deliverable 2 | |
| Strategy inclusive of all designs and concepts | | |
| including a marketing strategy and advice for | | |
| promotional campaigns. | | |
| Submission of the Final Communications Plan | 15 days after approval of Deliverable 3 | |
| and Strategy including the marketing strategy | | |
| and a Report on the advice for promotional | | |
| campaigns. | | |
| Approval of the Communications Plan and | 5 days after approval of Deliverable 4 | |
| Strategy. | | |

4. OUALITY REQUIREMENTS

The selected consultancy agency is expected to meet the following technical requirements:

- The consultancy agency must supply examples/samples of past projects, preferably of similar size and scope.
- The consultancy agency must submit a proposed budget, which should include a suggested work plan and breakdown of fees for professional and administrative services and payment terms.
- The consultancy agency must supply CVs of consultants and professional personnel who will be associated with the assignment.

5.SUPERVISION OF THE SELECTED CONSULTANTANCY AGENCY

- **i.** The FTC will facilitate the work of the selected consultancy agency and make available all studies, reports, and data relevant to the completion of the Project.
- **ii.** The FTC will assign a Project Coordinator or other designated persons to act as liaison between the FTC and the representative of the Consultancy agency who will also assist with the arrangement of meetings and logistics support.

6. QUALIFICATIONS AND EXPERIENCE OF THE CONSULTANCY AGENCY

The prospective Consultancy Agency, should have at minimum, the following qualifications and experience:

(a) At minimum, seven (7) years of professional experience in Public Relations, Communications, Marketing, Advertising or a related field.

- (b) At least five (5) years' experience in drafting and summarising communications documents based on technical reports and papers.
- (c) At least five (5) years' experience in editing and proofreading.
- (d) A strong portfolio of illustrations, graphics, and animations.
- (e) Able to conceptualise, plan and execute innovative ideas
- (f) At least five (5) years' experience working with government and state enterprises on communicating strategic issues and policies will be an asset.
- (g) The ability to work within stipulated timelines and with rigorous schedules.
- (h) Ability to synthesise complex documents into key messages.
- (i) Have on its team, persons with excellent written and oral communications skills, specifically in developing public awareness materials and who possess a first-degree in Communications, Marketing, Public Relations, Advertising, Fine Arts, or a related field.
- (j) Meets deadlines and manages time efficiently.
- (k) The ability to advise and develop content of all marketing campaigns and the following branding and marketing materials for the Project:
 - i. Advertising and Branding
 - ii. Media Strategy, Buying, Planning and Monitoring (Traditional, digital and online)
 - iii. Copywriting
 - iv. Video and Television Ad Production
 - v. Spatial Branding & Design and Event Management
 - vi. Social Media Support
 - vii. Website Revamp
- (1) The ability to undertake the logistical requirements for the Launch of the Communications Plan and Strategy.

7.DURATION

The assignment is for a period of six (6) calendar months.

8.PAYMENT

Payment is done pursuant to the Project "Capacity Building for the T&T Fair Trading Commission R036" under the Public Sector Investment Programme and will be based on submission of approved Deliverables based on the following schedule:

| No. | Deliverables | Payment |
|-----|--|---------|
| 1. | Inception Report and Implementation Schedule | 10% |
| 2. | Submission of Draft Communications Plan and Strategy, Marketing Strategy including marketing strategy and advice for promotional campaigns. | 20% |
| 3. | (i) Presentation of the Communications Plan and Strategy inclusive of all designs and concepts including a marketing strategy and advice for promotional campaigns. (ii) Submission of the Final Communications Plan and Strategy including the marketing strategy and a Report on the advice for promotional campaigns | 50% |
| 4. | Approval of the Communications Plan and Strategy | 20% |

Please be advised that a monthly retainer will in no circumstances be considered.

9. INVOICING

The selected Consultancy agency is required to submit invoices in keeping with the agreed payment schedule, detailing sufficient information for approving payment and auditing purposes. Invoices will be submitted for processing upon approval of the respective deliverable by the FTC. Invoices shall be addressed to the Executive Director, Fair Trading Commission.

10. RESPONSIBILITY OF THE FTC

The FTC, as the Executing Agency for the Project, shall support the implementation of this Consultancy. Accordingly, the FTC shall:

- 1. Facilitate the arrangements for interviews and provision of access to Project documents, relevant existing regulations, legislations, policies and relevant organisational process assets as required. Efforts will also be made to have the representative of the Consultancy agency provided with relevant reports, information and contacts from other key stakeholders;
- 2. Provide guidance for the implementation of the Consultancy;
- 3. Provide relevant and appropriate information as required by the representatives of the Consultancy agency.

11. RESPONSIBILITY OF THE SELECTED CONSULTANCY AGENCY

The successful Consultancy agency shall:

- 1. Absorb all other expenses including direct staff, office space and facilities, computer systems and software, telecommunication systems, travel expenses, hard copy report deliveries and any other incidentals.
- 2. Undertake the activities of the consultancy utilizing primarily its own resources.
- 3. Respect and adhere to the time-frames agreed to.
- 4. Conduct meetings with stakeholders in a professional, responsible manner.
- 5. Ensure the confidentiality of all aspects of the process/consultancy.
- 6. Work in close cooperation with other key stakeholders involved.

12. CONFIDENTIALITY

The selected Consultancy agency shall not, except as authorized by the FTC or required by the stipulated duties under the contract, use for the Consultancy agency's own benefit or gain or divulge to any persons, firm, company or other organization whatsoever any confidential information belonging to the FTC or relating to the affairs or dealings which may come to the Consultancy agency's knowledge during the engagement. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than in breach of this clause.

13. OWNERSHIP

All data, records, reports and other documents prepared by the selected Consultancy agency, or obtained from whatever source in connection with carrying out the functions of this consultancy, shall become and remain the property of the FTC. The Consultancy agency shall upon termination or expiration of the contract, deliver all such documents to the FTC together with a detailed inventory thereof. The Consultancy agency may retain a copy of such documents but shall not use them for purposes unrelated to this contract without prior written approval of the FTC.

14. ELIGIBILITY

The applicable laws of the Republic of Trinidad and Tobago will apply in determining the eligibility and selection of the consultancy agency to undertake this project.