



Government of the Republic of Trinidad and Tobago
Ministry of Energy and Energy Industries

REQUEST FOR PROPOSALS

RFP Ref #: TTEITICS001

RFP Date: 26th May 2021

PROVISION OF CONSULTANCY SERVICES
TO CONDUCT AN EITI AUDIT OF THE
TRINIDAD AND TOBAGO EXTRACTIVE SECTORS

Closing Date and time – 9th July 2021 at 4:00 PM

RFP Ref#: TTEITICS001

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to conduct an EITI Audit of the Trinidad and Tobago

Extractive Sectors

RFP Date: 26th May 2021

MINISTRY OF ENERGY AND ENERGY INDUSTRIES

Part A: Letter of Invitation

Our ref: RFP TTEITICS001

May 26, 2021

Dear Sir/Madam,

Re: TTEITICS001 and Provision of Consultancy Services to conduct an EITI Audit of the
Trinidad and Tobago Extractive Sectors

Reference is made to the captioned matter.

The Ministry of Energy and Energy Industries hereby invites Proposals for Provision of Consultancy Services to conduct an EITI Audit of the Trinidad and Tobago Extractive Sectors. The provision of the services will be governed by the terms and conditions of the draft Contract contained in Part 'D' of the RFP documents.

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

A. Acknowledgement of Invitation

Proponents are asked to email their acknowledgement to this RFP invitation using the *RFP Acknowledgement Form (Appendix I)* to info@tteiti.com by Friday, June 4, 2021 at 4:00 PM (AST).

B. Pre-submission Meeting

A pre-submission meeting can be arranged via Zoom. The names of all attendees to the session must be emailed to info@tteiti.com. A maximum of one (1) representative from the Proponent's organisation can be facilitated at the meeting.

C. Submission of Proposal

One (1) original, one (1) hard copy and one (1) PDF copy on a flash drive or other electronic media, of the Technical Proposal and the Financial Proposal must be placed into **separate sealed envelopes**, labelled in accordance with *Instructions to Proponents*, Clause 15 of the RFP documents, and delivered into the appropriately labelled Tender Box located at the address below, by **no later than** : July 9, 2021 at 4:00 PM.

**MINISTRY OF ENERGY AND ENERGY INDUSTRIES
1 WRIGHTSON ROAD
TOWER C
INTERNATIONAL WATERFRONT CENTRE
PORT OF SPAIN**

A Proponent requiring clarification of the contents of these RFP Documents must notify the Ministry of Energy and Energy Industries in writing by email to the following email address info@tteiti.com.

The Proponent's requests for clarifications must be titled "**QUERY – REQUEST FOR CLARIFICATION TTEITICS001**". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received by no later than Friday, June 11, 2021.

The Ministry of Energy and Energy Industries does not bind itself to accept the lowest cost or any proposal.

Yours respectfully,
Mrs. Penelope Bradshaw-Niles
Permanent Secretary (Ag.)
Ministry of Energy and Energy Industries

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The checklist must align with the documents listed in Section 13: Proposal Requirements

Checklist of Documents to Accompany the Proposal

Proponents are to place a tick in the checkbox for each item that is included in the Proposals

Title Page	<input type="checkbox"/>
Table of Contents	<input type="checkbox"/>
Letter of Transmittal	<input type="checkbox"/>
Company Profile	<input type="checkbox"/>
Form 1A: Technical Proposal Form	<input type="checkbox"/>
Form 2A: Work Experience	<input type="checkbox"/>
Form 3A: Comments on the TOR	<input type="checkbox"/>
Form 4A: Methodology and Workplan	<input type="checkbox"/>
Form 5A: Team Composition	<input type="checkbox"/>
Form 6A: Curriculum Vitae	<input type="checkbox"/>
Form 7A: Proposed Project Plan / Time Schedule	<input type="checkbox"/>
Form 8A: Proponent's Declaration Form	<input type="checkbox"/>
Form 9A: Confidentiality Agreement	<input type="checkbox"/>
Form 10A: Sample Banker's Reference Letter	<input type="checkbox"/>
Client Reference Form	<input type="checkbox"/>
Qualification Certificates	<input type="checkbox"/>
Certification of Incorporation / Continuance / Registration	<input type="checkbox"/>
Return of Beneficial Interest Form	<input type="checkbox"/>
Valid Income Tax Clearance Certificate	<input type="checkbox"/>
Valid Value Added Tax Clearance Certificate	<input type="checkbox"/>
Valid National Insurance Board Compliance Certificate	<input type="checkbox"/>
Sample Letter of Engagement/Service Level Agreement	<input type="checkbox"/>
OSH Documents	<input type="checkbox"/>
Evidence of Insurance (e.g. Professional Indemnity)	<input type="checkbox"/>
Form 1B: Financial Proposal Submission Form	<input type="checkbox"/>
Form 2B: Price Schedule	<input type="checkbox"/>
<input type="checkbox"/> Form 3B: Breakdown of price per activity.	
<input type="checkbox"/> Form 4B: Breakdown of remuneration per activity.	
<input type="checkbox"/> Form 5B: Reimbursable and Miscellaneous Expenses.	

Part B: Instruction to Proponents

1. INTRODUCTION

The **Ministry of Energy and Energy Industries** is seeking to engage a suitably qualified Firm with which it can enter into a contract for the Provision of Consultancy Services to conduct an EITI Audit of the Trinidad and Tobago Extractive Sectors.

Proponents are hereby invited to submit a **Technical Proposal and a Financial Proposal in separate sealed envelopes**. The Proposals will form the basis for contract negotiations and ultimately for a signed contract.

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

All costs incurred by the Proposer associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the proposer and shall not be chargeable in any manner to The Ministry of Energy and Energy Industries. .

2. PROPONENTS' REPRESENTATIVE

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

3. CONFLICT OF INTEREST

Proponent shall not have a conflict of interest. Proponent shall hold the Ministry of Energy and Energy Industries interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Proponents shall not qualify for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Ministry of Energy and Energy Industries.

Any Proponent who is found to have a conflict of interest with one or more parties in this RFP process shall be disqualified. A Proponent may be considered to have a conflict of interest with one or more parties in this RFP process if:

- a) It has, directly or indirectly, controlling shareholders or partners in common; or
- b) Its legal representatives are the same as or have a common party in their executive boards or management, or when the decision- making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
- c) It has a relationship, directly or through common third parties, that puts it in a

position where they have access to information or can influence other Proposals or the decision of The Ministry of Energy and Energy Industries) regarding this RFP process; or

- d) It submits more than one (1) application for this RFP process.
- e) It has participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the works or related services that are the subject of this RFP process.

In particular, any effort by Proponents to influence the Ministry of Energy and Energy Industries in the process of examination, clarification, evaluation and comparison of Proposals will result in the rejection of the respective Proponent's bid.

In addition, proposals may be rejected if:

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

4. WAIVER AND ALLOCATION OF RISK

The Proponent acknowledges and agrees that it is solely responsible for obtaining its own commercial, legal, accounting, engineering, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. The Proponent who submits a Proposal to the Ministry of Energy and Energy Industries is deemed to have released the Ministry of Energy and Energy Industries) from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected or arising out of the contents of this RFP or any such information as is described in this paragraph.

A Proponent who submits a Proposal is deemed to have agreed that it is solely responsible for and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare and submit its Proposal.

5. CONFIDENTIALITY

All information supplied by the Ministry of Energy and Energy Industries in connection with this Request for Proposal shall be treated as confidential by the Proponent save for such information that may be disclosed so far as necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submissions of the Proposals.

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

6. MODIFICATION AND WITHDRAWAL OF BIDS

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

7. CHANGE TO PROPOSAL DOCUMENTS

Any clarification or change to these Proposal Documents, prior to the Closing date specified herein will be made only by written addenda issued by the Ministry of Energy and Energy Industries to each potential Proponent collecting these Proposal documents as at the date the clarification or change was made.

The Ministry of Energy and Energy Industries will not be held responsible for any interpretations made by Proponents as a result of information received by any means other than by written addenda.

Each addendum, when issued, is to become a part of these Proposal Documents and each Proponent is required to acknowledge receipt of all addenda to the Ministry of Energy and Energy Industries by email to info@tteiti.com.

8. CANCELLATION OF THE RFP PROCESS

The Ministry of Energy and Energy Industries reserves the right to cancel the RFP process in its entirety or even partially for any reason without defraying any costs incurred by any company/firm/joint venture/partnership/consortium. Notice of such cancellation will be communicated to all participating firms.

9. BID REJECTION

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

10. EVALUATION OF PROPOSALS

Proposals received shall be subjected to a combination of pass/fail or yes/no and weighted evaluation criteria. Proponents will be required to demonstrate that they meet the minimum criteria outlined in [\(Section 6 of the Terms of Reference\)](#), on a pass or fail basis.

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

A. PRELIMINARY EXAMINATION

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

In addition, the Proposals will be examined, on a **yes or no** or **pass or fail** basis to ensure that the mandatory minimum criteria outlined in [\(Section 6 of the Terms of Reference\)](#) have been met. Proposals that are deemed substantially non-responsive and/or that fail to meet the minimum mandatory criteria contained therein shall not be further considered.

B. EVALUATION OF TECHNICAL SPECIFICATIONS

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

C. QUALIFICATIONS EVALUATION CRITERIA

Proposals that are deemed successful following the evaluation of technical specifications stage will be evaluated against the following pre-determined evaluation criteria and scoring system.

Proponents are required to achieve a minimum score of not less than 50% of the points allocated for each evaluation criterion, as well as not less than 75% of the maximum score attainable, to be deemed technically qualified to be considered for the award of contract.

Table 1: Evaluation Criteria and Scoring System

No	Qualification Criteria	Max Score	Min Score
1.	<p>Proven experience of the Proponent as evidenced by its number of years' experience and projects completed of a similar nature and complexity</p> <p>a) Expertise and experience in the oil, gas and mining sectors in T&T, as well as adequate knowledge of the upstream petroleum sector, taxation and public and private accounting in T&T. (12 pts)</p> <p>b) Expertise in accounting, auditing and financial analysis. (5 pts)</p>	25	50%

	<ul style="list-style-type: none"> c) A track record in similar work. Previous experience in EITI reporting is not required, but would be advantageous. (5 pts) d) Completion of a minimum of 3 projects in last 5 years (3 pts) 		
2.	Methodology and Work Plan <ul style="list-style-type: none"> a) Methodological approach to the assignment (5 pts) b) Effectiveness of work plan (risk assessment, planning, implementation, testing, training, support and handover) (20 pts) c) Proposed project milestones and timelines (5 pts) 	30	50%
3.	Professional and relevant experience of key personnels of the consulting team. <ul style="list-style-type: none"> a) ACCA Level 2 or equivalent (5 pts) b) Relevant IT qualifications and experience (8 pts) c) Demonstrated experience in accounting, and tax laws as it relates to salaries and benefits (8 pts) d) Demonstrated experience with payroll processing (4 pts) 	25	50%
4.	Financial Capacity of the Proponent	5	50%
5.	Client References (from three Clients)	15	50%
	Total	100	75%

D. EVALUATION OF FINANCIAL PROPOSALS

The Proposals of the Proponents that pass the qualifications evaluation stage (having earned at least the minimum attainable score of **50%** in each of the five (5) evaluation criterion, and at least **75%** overall) during the qualifications evaluation will be accepted for further evaluation. On completion of the qualifications evaluation, the Financial Proposal of proponents that passed that stage of the evaluation process will be opened and evaluated. The Financial Proposals of the Proponents that do not pass the qualification evaluation stage will be returned unopened after the contract has been awarded.

The Financial Proposal of all proponents that passed the qualification evaluation stage will be reviewed to ensure that all activities required in the scope of services were priced, and that there are no arithmetical errors in the Proponents' Financial Proposals. In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

11. NEGOTIATION OF CONTRACT

The Ministry of Energy and Energy Industries reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked proponent to clarify, among other things, the

scope of services and the deliverables of the assignment. The objective of the negotiations will be for the Ministry of Energy and Energy Industries to achieve best value for money. Should negotiations with the top-ranked Proponent fail, the discussions would be formally terminated. The Financial Proposal of the next ranked Proponent will be opened and evaluated. Negotiations will be conducted with the next ranked Proponent, and so on until the contract can be successfully negotiated.

12. AWARD OF CONTRACT

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

The successful Proponent and the Ministry of Energy and Energy Industries shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

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

13. PROPOSAL REQUIREMENTS

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

A. Technical Qualification Proposal

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

- 1) Form 1A: Technical Proposal Submission Form
- 2) Form 2A: Work Experience
- 3) Form 3A: Comments and Suggestions of Consultants on the Terms of Reference and on the Data, Services and Facilities to be Provided by the Ministry of Energy and Energy Industries
- 4) Form 4A: Description of the Methodology and Work Plan for Performing the Assignment
- 5) Form 5A: Team Composition and Task Assignments

- 6) Form 6A: Format of Curriculum Vitae (CV) for Proposed Key Professional to be assigned to the Project (Please complete as required. Do not complete with “See Attached Resume”)
- 7) Qualification (academic, technical, training) certificates of proposed key staff
- 8) Form 7A: Proposed Project Plan / Time Schedule for completing the assignment
- 9) Form 8A: Proponent’s Declaration Form
- 10) Form 9A: Confidentiality Agreement
- 11) Form 10A: Sample Banker’s Reference Letter
- 12) Brief Company Profile (if applicable)
- 13) Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act 1995, as amended
- 14) Certificate of Registration (if applicable)
- 15) Copy of the completed Return of Beneficial Interest in the Shares of a Company Form (Form 45 of the Companies Act, Chapter 81:01 (Section 337C(6), 337D)) (where applicable)
- 16) Copy of Income Tax and Value Added Tax Clearance valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue
- 17) Copy of National Insurance Scheme Compliance Certificate valid as at the deadline date for submission of Proposals, or a letter of exemption from the National Insurance Board
- 18) Audited Financial Statements or Management Accounts signed by the Company’s directors for the financial years (2018, 2019, 2020) (to be edited with current information)
- 19) Statement of compliance with the OSH Act 2004 (as amended) in the form of OSH requirements and OSH Policy Statement, as applicable
- 20) Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto. *Refer to Form 8A – Proponent’s Declaration Form*
- 21) Disclosure of any or all criminal or civil matters that the Proponent has had for the past ten (10) years. *Refer to Form 8A – Proponent’s Declaration Form*
- 22) Sample Letter of Engagement/Service Level Agreement
- 23) Any additional information the Proponent deems necessary.

B. Financial Proposal

The Proponent’s Financial Proposal shall detail an estimate of fees for the services to be provided which will form the basis of a fixed contract price between the parties. Fees for any additional projects and/or services must be mutually agreed upon by the Proponent and the Ministry of Energy and Energy Industries prior to the commencement of any such project and/or services.

14. PREPARATION AND SUBMISSION OF PROPOSALS

The Proponent shall bear all costs associated with the preparation and submission of its Proposal and the Ministry of Energy and Energy Industries will in no way be responsible or liable for such costs, regardless of the conduct or the outcome of the evaluation process.

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

The Proposal shall be signed by the Proponent or by his duly authorised representative. There shall be no erasures or correction fluid applied to the Proposal. All changes shall be "crossed off", corrected and initialled by the Proponent's duly authorised representatives.

Proposals should be as thorough and detailed as possible so that *the Ministry of Energy and Energy Industries* may properly evaluate the proposer's capabilities to provide the required services. **The Technical and Financial Proposals shall be submitted in separate, sealed envelopes.**

A. Technical Proposal Submission

Proposers are required to submit the following items as a complete Technical Proposal:

- a) Title Page showing the RFP subject, the name of the Proposer's firm, local address, telephone number, the name of a contact person, and the date.
- b) Table of Contents.
- c) Letter of Transmittal.
- d) Checklist of documents submitted in the Proposal.
- e) The documents and completed forms listed in Section 13A: Qualifications Proposal, above.

B. Financial Proposal Submission

The forms listed below must be completed and submitted with the Proponent's Financial Proposal:

- 1) Form 1B: Financial Proposal Submission Form
- 2) Form 2B: Price Schedule
- 3) Form 3B: Breakdown of price per activity
- 4) Form 4B: Breakdown of remuneration per activity
- 5) Form 5B: Reimbursable and Miscellaneous Expenses

(The information provided in these forms will provide a detailed estimate of the provision of the services, and the Proponent's proposed payment terms.

15. SUBMISSIONS AND DUE DATE

The Proposer is required to submit One (1) Original, One (1) Hard copy and One (1) PDF copy on a flash drive or other electronic media, of its **separate** Technical and Financial Proposal, by Friday, July 9, 2021 at 4:00 PM addressed to:

Proposal – For RFP#: TTEITICS001
**PROVISION OF CONSULTANCY SERVICES TO CONDUCT AN EITI AUDIT OF THE TRINIDAD
AND TOBAGO EXTRACTIVE SECTORS**

MINISTRY OF ENERGY AND ENERGY INDUSTRIES
1 WRIGHTSON ROAD
TOWER C
INTERNATIONAL WATERFRONT CENTRE
PORT OF SPAIN
TRINIDAD

The sealed envelopes should be labelled “TECHNICAL PROPOSAL”, “COMMERCIAL PROPOSAL”, “ORIGINAL” or “COPY”, as appropriate and clearly labelled to the back of EACH envelope with:

[NAME OF PROPOSER]
[ADDRESS]
[CONTACT PHONE NUMBERS]

The Dimensions of the Proposal Box’s slot opening is **(37.5 cm x 5.5 cm)**. Proponents are asked to take account of these dimensions in the packaging of their Proposals and submissions can be packaged separately so that they fit in the Proposal box. Proposals that cannot be deposited into the designated Proposal box will not be accepted.

The Ministry of Energy and Energy Industries , may at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Proponents would be notified in writing and shall therefore be subject to the new deadline as extended.

Proposals received after the deadline date shall be rejected and immediately returned unopened to the proponent.

After the deadline for submission of Proposals, only Proposals marked ‘Technical Proposal’ shall be opened. All Proposals marked ‘Financial Proposal’ shall remain unopened and shall be date-stamp and set aside and subsequently lodged with the **Legal Department** for safekeeping. These Financial Proposals shall be securely stored in a locked Tender Box and shall only be opened, in accordance with the guidelines set out in the solicitation documents.

Submissions may be withdrawn by bidders in keeping with the procedures in the solicitation document and shall be returned unopened to the Bidders. In this regard, envelopes marked 'Withdrawal' or 'Withdrawn' shall be read out and recorded, and proposals submitted by those firms shall remain unopened and set aside. The original and all copies of the bid will be returned unopened to the bidder.

Each envelope marked 'Modification' shall be opened immediately following the corresponding Proposal from the bidder making the modified submission.

16. VALIDITY PERIOD

Proposals shall be valid for a period not less than One Hundred and Twenty (120) Days from the closing date for the submission of Proposals. The Ministry of Energy and Energy Industries, in exceptional circumstances, reserves the right to request all Proponents to extend the validity period of their Proposals. Any Proponent who extends the validity period in compliance with the Ministry of Energy and Energy Industries request will not be permitted to otherwise modify its Proposal.

Part C: Terms of Reference

CONSULTANCY SERVICES FOR PROVISION OF CONSULTANCY SERVICES TO CONDUCT AN EITI AUDIT OF THE TRINIDAD AND TOBAGO EXTRACTIVE SECTORS

– RFP# TTEITICS001

1. BACKGROUND

The Extractive Industries Transparency Initiative (EITI) is a global standard that promotes transparency and accountability in the oil, gas and mining sectors. It has a robust yet flexible methodology for disclosing company payments and government revenues in implementing countries.

EITI implementation has two core components:

- **Transparency:** oil, gas and mining companies disclose their payments to the government, and the government discloses its receipts. The figures are published in EITI Reports together with contextual and other information about the extractive industries and their disclosure practices.
- **Accountability:** a multi-stakeholder group with representatives from government, companies and civil society is established to oversee the process and communicate the findings of the EITI Report, improve future disclosure exercises and promote the integration of EITI into broader transparency efforts in that country.

EITI Implementation in Trinidad and Tobago

Trinidad and Tobago (T&T) became an EITI member with Candidate Country status in March 2011 and, since then, has been implementing the initiative under the direction of a Cabinet-appointed multi-stakeholder (government, companies and civil society) Steering Committee. The Trinidad and Tobago Extractive Industries Transparency Initiative (TTEITI) Steering Committee (SC) remains committed to its objectives of: showing the contribution of oil, gas and mining revenues to the economy, enhancing competitiveness through EITI Compliant Country status, generating a national conversation on the management of

extractives, building the institutional framework for increased transparency and expanding the scope of EITI implementation in Trinidad and Tobago.

The SC's mandate is to collect and disseminate independently verified information on revenues earned by government from the oil, gas and mining companies operating in the extractive industries so as to promote greater revenue transparency and accountability and empower citizens to hold the government and the companies more accountable for the use made of the people's patrimony. In January 2015, T&T attained EITI Compliant Country status, the highest level of membership, in recognition of the fact that it had met all the requirements of the EITI Standard. The country also underwent a second Validation on September 1, 2018 and was deemed to have made meaningful progress in EITI implementation.

As of November 2020, T&T is one of 55 countries where the EITI Standard is being implemented. In contrast with previous years, currently the TTEITI is part of an international exercise for implementing a pilot approach to EITI Reporting, in accordance with EITI Board's decisions of [13 February 2020](#) and [24 May 2020](#), to allow countries to pilot on alternative approaches to EITI reporting. This is part of the ongoing efforts to move towards more timely and systematic EITI disclosures, and further details about the pilot approach to reporting can be found in the attached concept note (Annex I). The TTEITI SC objectives and work plan can be viewed [here](#).

2. OBJECTIVES OF THE REQUEST FOR PROPOSAL

A competent and credible individual/firm, free from conflicts of interest, is being sought to provide Independent Administrator/Consultant services in accordance with the [EITI Standard 2019](#).

The Independent Administrator/consultant is expected to:

- Complete a comprehensive study to inform how Mainstreaming EITI would work in the Trinidad and Tobago context based on the existing feasibility study conducted by the National Secretariat, and outline recommendations and costs for further enhancement of systematic disclosure.
- Compile the relevant data being systematically disclosed in the corresponding public sources.
- Collect the missing information directly from the corresponding companies and government agencies. Produce an EITI Report for Fiscal years 2019, 2020, 2021 and

2022 (respectively) in accordance with the EITI Standard, the attached concept note on pilot reporting (Annex I). and section 4, below;

3. SCOPE OF SERVICES

The work of the Independent Administrator/Consultant ('the Administrator') has five phases. The Administrator's responsibilities in each phase are elaborated below.

Figure 1 – Overview of the EITI reporting process and deliverables



Phase 1 – Scoping

Background: The objective of the first phase of work is to ensure that the scope of the EITI reporting process has been clearly defined, including the methodology for mainstreaming EITI /systematic disclosure, data collection procedures, and the schedule for publishing the EITI Report. It is imperative that the scope of EITI reporting is clearly defined, in line with the EITI Standard and with the Steering Committee's agreed objectives and expectations for the EITI process in line with the attached concept note on pilot reporting (Annex I). The Administrator is expected to undertake the following tasks during the inception phase:

1.1 Review the relevant background information, including the governance arrangements and tax policies in the extractive industries, the findings from any preliminary scoping work including the mainstreaming feasibility study conducted by the National Secretariat, the existing disclosures by governments and companies, and the conclusions and recommendations from previous EITI Reports and Validations. (A list of relevant documentation is provided as **Annex 2**).

1.2 Identify and agree with the MSG the scope of reporting, in accordance with EITI Requirements 2-6. For properly defining the scope of the reporting pilot, the Administrator should propose to the MSG a list defining the applicable and

non-applicable requirements from the EITI standard, as well as possible topics for the Trinidad & Tobago pilot to focus on.

- 1.3 **Agree with the MSG on the sectors to be included in the pilot, as well as on which revenue streams will be covered.** For this, the administrator will have to define the revenue streams on both sides, government agencies and companies, and establish the materiality threshold.
- 1.4 **Support the MSG by confirming the data being already systematically disclosed,** either through government or companies web portals. For conducting this task, the Administrator could build upon the SDT 2.0 from the TT-EITI 2017 Report and the existing feasibility study completed by the NS in May 2020.
- 1.5 **Undertake scoping of the financial requirements of the EITI Standard,** ensuring that the financial data reviewed will be comprehensive. For conducting this task, the Administrator shall review: (i) the comprehensiveness of the payments and revenues to be covered in the EITI Report, and (ii) the comprehensiveness of the companies and government entities that are required to report. This review shall be conducted in line with the EITI Requirement 4 and the definitions provided by the MSG in Annex 1.
- 1.6 **Support the MSG in examining the mechanisms for data quality assurance** in companies and government entities participating in the EITI reporting process. This includes examining the relevant laws and regulations, any reforms that are planned or underway, and whether these procedures are in line with international standards. It is recommended that the EITI Report includes a summary of the findings, otherwise the MSG should make the results of the review of audit and assurance practices publicly available elsewhere.
- 1.7 Conduct a review of the control systems within the Ministry of Energy and Energy Industries on production and revenue verification.
- 1.8 Comment on the relationship between the Ministry of Energy and Energy Industries and the BIR as it relates to tax information sharing on audits and tax obligations.

Phase 2 – Inception Report

Background: the inception report will be the result of the scoping exercise, reflecting all the issues and disclosure points on which the pilot will be focused on. Under MSG approval, the inception report could also include a definition of roles regarding each party's involvement in

the pilot's implementation. Besides determining the roles of the MSG, the National Secretariat and the Administrator for the pilot reporting, the inception report could also indicate those aspects in which TTEITI will require specific support/review from the International Secretariat.

In line with the procedure described on the attached concept note on pilot reporting (Annex I), the Administrator should document the findings of phase 1 (Scoping) in an Inception Report. The inception report should include:

2.1 A revised and updated statement of materiality (annex 1) advising the MSG on the payments and revenues to be covered in the EITI Report. This statement should include:

- The reviewed definition of materiality and thresholds, and the resulting revenue streams to be included in accordance with Requirement 4.1(c);
- The companies, including SOEs, that make material payments to the state and will be required to report in accordance with Requirement 4.1(d).
- The government entities, including any SOEs and subnational government entities, that receive material payments and will be required to report in accordance with Requirement 4.1(d), 4.5 and 4.6.
- The sale of the state's share of production or other revenues collected in-kind in accordance with Requirement 4.2.
- The coverage of infrastructure provisions and barter arrangements in accordance with Requirement 4.3.
- The coverage of transportation revenues in accordance with Requirement 4.4.
- Disclosure and reconciliation of payments to and from state owned enterprises in accordance with Requirement 4.5.
- The materiality and inclusion of direct sub-national payments in accordance with Requirement 4.6.
- The materiality and inclusion of sub-national transfers in accordance with Requirement 5.2.
- The level and type of disaggregation of the EITI Report, by individual project, company, government entity and revenue stream, in accordance with Requirement 4.7.
- The coverage of social expenditure and environmental payments in accordance with Requirement 6.1.
- Any barriers to full government disclosure of total revenues received from each of the benefit streams agreed in the scope of the EITI report, including revenues that fall below agreed materiality thresholds (Requirement 4.1(d)).

2.2 The MSG agreed definition of the term “project” and an overview of the revenue streams to be reported by project (per Requirement 4.7). This task should confirm the MSG’s decision that the financial data should be disaggregated on this level where levied by project.

2.3 A brief review of the audit and assurance procedures in companies and government entities participating in the EITI reporting process. The inception report should document the options considered and the rationale for the assurances to be provided. The Administrator should exercise judgement and apply appropriate international professional standards¹ in developing a procedure that provides a sufficient basis for a comprehensive and reliable EITI Report. The Administrator should employ his /her professional judgement to determine the extent to which reliance can be placed on the existing controls and audit frameworks of the companies and government’s agencies. Where deemed necessary by the Independent Administrator and the multi-stakeholder group, assurances may include:

- Requesting sign-off from a senior company or government official from each reporting entity attesting that the completed reporting form is a complete and accurate record.
- Requesting a confirmation letter from the companies’ external auditor that confirms that the information they have submitted is comprehensive and consistent with their audited financial statements. The MSG may decide to phase in any such procedure so that the confirmation letter may be integrated into the usual work programme of the company’s auditor. Where some companies are not required by law to have an external auditor and therefore cannot provide such assurance, this should be clearly identified, and any reforms that are planned or underway should be noted.
- Where relevant and practicable, requesting that government reporting entities obtain a certification of the accuracy of the government’s disclosures from their external auditor or equivalent.

3.7 A clear distribution of roles for compiling, integrating and analysing non-revenue information for the Pilot Report. The MSG and National Secretariat will assist in compiling contextual data for the EITI Reports and the Administrator will review this data and ensure the submission aligns with the EITI Requirements 2-6. The inception report should incorporate table 1 below, confirming the division of labour between the Independent

¹ For example, ISA 505 relative to external confirmations; ISA 530 relative to audit sampling; ISA 500 relative to audit evidence; ISRS 4400 relative to the engagement to perform agreed-upon procedures regarding financial information and ISRS 4410 relative to compilation engagements.

Administrator, the MSG and/or other actors responsible for compiling, quality assuring and analysing this data, and how the information should be sourced and attributed.

Table 1 – Non-revenue information to be provided in the EITI Report

Non-revenue information to be provided in the EITI Report ²	Data collection, quality assurances and analysis to be undertaken by the MSG/others	Data collection, quality assurances and analysis to be undertaken by the Independent Administrator
Legal framework and fiscal regime in accordance with EITI Requirement 2.1.	✓	✓
Information about procedures and practice of allocating licenses in accordance with EITI Requirement 2.2. ³ , and license holders in accordance with EITI Requirement 2.3. ⁴	✓	✓
Any information requested by the MSG on contracts in accordance with EITI Requirement 2.4 ⁵	✓	✓
Any information requested by the MSG on beneficial ownership in accordance with EITI Requirement 2.5 ⁶	✓	✓
Information regarding state participation in the extractive industries, state-owned enterprises and any quasi-fiscal expenditures in accordance with EITI Requirement 2.6 and 6.2. ⁷	✓	✓

² In preparing this information, the MSG may wish to use Part 2 of the EITI Summary data template, which contains a disclosure checklist for publicly accessible non-revenue information in line with the EITI Standard.

³ Guidance Note 4: Licence Allocations, <https://eiti.org/guide/license-allocations>

⁴ Guidance Note 3: Licence Registers, <https://eiti.org/guide/license-registers>

⁵ Guidance Note 7: Contract Transparency, <https://eiti.org/guide/contracts>

⁶ Template beneficial ownership declaration, <https://eiti.org/document/tools-to-include-beneficial-ownership-information-in-eiti-reporting>

⁷ Guidance Note 18: SOE participation in EITI Reporting, <https://eiti.org/GN18>

An overview of the extractive industries, including any significant exploration activities in accordance with EITI Requirement 3.1.	✓	✓
Production and export data in accordance with EITI Requirement 3.2 and 3.3.	✓	✓
Information about the distribution of revenues from the extractive industries in accordance with EITI Requirement 5.1.	✓	✓
Any further information requested by the MSG on revenue management and expenditures in accordance with EITI Requirement 5.3.	✓	✓
Information about the contribution of the extractive industries to the economy in accordance with EITI Requirement 6.3.	✓	✓
Any further information requested by the MSG on environmental impact of extractive activities in accordance with EITI Requirement 6.4.	✓	✓
[Add any other contextual information that the MSG has agreed to include in the EITI Report]	✓	✓

Phase 3 – Data Collection

Background: based on the roles agreed in the inception report and the established scope for EITI reporting under the pilot, the third phase will be focused on gathering the relevant data,

by a combination of compiling information from public sources and collecting directly from the reporting agencies and companies the missing data to fulfil the EITI requirements. The purpose of this phase is to first review which of the information required by the EITI Standard and agreed by the MSG to be included in the pilot, is already publicly disclosed for the year under reporting, and to collect any additional data required to cover the gaps from government and company reporting entities.

During the data-collection phase, and according to the attached concept note on pilot reporting (Annex I), the Administrator will (i) review and collate the data already accessible from public sources, and (ii) obtain the additional information from reporting entities following the corresponding confidentiality provisions. The EITI summary data template (parts 3, 4 and 5) and the mainstreaming feasibility study previously conducted by the NS, could be used as tools for listing the reporting entities and revenues, and checking what is systematically disclosed and what would have to be collected through the data collection forms and the supporting documentation from the reporting entities.

The Independent Administrator is expected to undertake the following tasks during the data collection phase:

3.1 Review and compile the data accessible from public sources regarding the agreed revenue streams and reporting entities as stated in the inception report. The Administrator should collate all the relevant and existing publicly accessible information disclosed by government entities and companies. Based on this, the administrator should also provide an overview of the data gaps, clarifying which are the government agencies and/or companies that will be asked to provide further information through data collection mechanisms. This should include government entities, including any SOEs that receive payments which should be disclosed and in accordance with Requirements 4.1, 4.5 and 4.6., and companies, including SOEs, which make material payments to the state and will be required to report.

3.2 Design the reporting templates to collect any additional information that has not already been publicly disclosed for the year under reporting, and corresponding to **the agreed revenue streams and reporting entities**. The Administrator in collaboration with the national secretariat will draft the templates for the MSG's approval. The Administrator could build upon the existing reporting templates used by TTEITI and the sample templates available from the International Secretariat. It is recommended that the templates include a provision requiring companies to report "any other material payments to government entities" and payments to non-government entities (including landowner entities) other than for the provision of goods and services (including employment) listed above an agreed threshold. The Independent Administrator should **confirm the key stages of its work as well as any**

procedures or provisions relating to safeguarding confidential information. If needed this could include waivers to address confidentiality constraints and/or provisions relating to safeguarding confidential information prior to the publication of the data.

3.3 Confirm and distribute the reporting templates based on MSG approval. The templates should be circulated to all the reporting entities in order to gather the data that is missing in public sources, and hence needs to be collected for fulfilling the EITI requirements. The templates should be distributed in accordance with the agreed benefit streams to be reported, the reporting entities identified in the inception report, and the definition of project as agreed by the MSG.

3.4 Develop clear guidelines and documented procedures for the Companies and the Government of the Republic of Trinidad and Tobago (GoRTT) for the completion of the Reporting Templates. The Administrator, together with the SC from the MSG, is expected to facilitate workshops, to train Companies and GoRTT personnel in the completion of the Reporting Templates.

3.5 Collect the completed forms and associated supporting documentation, as well as any contextual or other information requested by the TTEITI SC and established in the inception report. The reporting templates will be collected directly from the participating reporting entities. In cases where data has not been certified or audited to international standards to the satisfaction of the Administrator, the Administrator shall request supporting documentation (e.g. audited financial statements, receipts, banking records etc.) to verify the data from the Companies and GoRTT.

3.6 Contact & liaise with the reporting entities to clarify any information gaps or discrepancies. The Administrator shall ensure that the data requests include appropriate guidance for the reporting entities. Along with this guidance, the administrator shall also advise the TTEITI SC on ways for providing this guidance and mechanisms for seeking additional information and support when needed.

3.7 Report on companies and government agencies that failed to participate in the reporting process and include an assessment as to whether that had a material impact on the stated figures and conclusions reported. In line with this, the Administrator shall list of all licensed or registered companies involved in the upstream extractive sector, noting which companies participated in the EITI reporting process and those that did not (with an indication of the relative size, whether by production or revenue/payments) and the reasons for their non-participation.

3.8 Integrate and analyse the non-revenue information collected by the MSG. The MSG and National Secretariat will assist in compiling contextual data for the EITI Reports and the Administrator will review this data and ensure the submission aligns with the EITI Requirements 2-6. This task shall be conducted in line with Table 1 included in the Inception Report.

Phase 4 – Data Analysis

Background: The purpose of this phase is to complete the initial compilation and collection of the contextual and revenue data and conduct a sample reconciliation identifying possible gaps or discrepancies. In contrast with previous EITI reporting exercises, and based on the MSG agreement reflected in the attached concept note on pilot reporting (Annex I), the current report will have a limited approach to reconciliation, by focusing only on a sample of reporting companies and/or revenue streams.

The information collected and collated during phase 3, will be analysed in accordance with the objectives of disclosure set out in the scoping phase and established in the inception report, considering the completeness and reliability of the data as well. The data analysis will include reviewing the government and company audit and assurance practices, documenting, for example: the statutory audit and assurance requirements for the reporting entities, whether they had their financial statements audited in the financial year covered, and if these are publicly available and where they can be accessed.

For conducting the data analysis, the Administrator shall: **4.1 Prepare an updated list of the data being systematically disclosed by the corresponding government agencies and companies.** The list should include the links where the information can be accessed, and if possible clarify: (i) how often it is updated, and (ii) if it's accessible in [open data format](#).

4.2 Compile a database with the payment and revenue data collated from the public sources and the data provided by the reporting entities. The information presented in this database should be disaggregated by individual project, company, government entity and revenue stream in accordance with EITI Requirement 4.7.

4.3 Conduct a sample reconciliation, focusing on the selected reporting companies and/or revenue streams. Considering the pilot approach and the agreed scope adopted by the MSG, reconciliation will only focus on a selected group of reporting companies and/or revenue streams. Hence, for implementing this limited reconciling approach: (i) the Administrator will select a sample of reporting companies and/or revenue streams, (ii) the MSG will approve or

suggest changes to this sample, and finally (iii) the Administrator will reconcile the relevant figures corresponding to the selected reporting companies and/or revenue streams. As a result of the sample reconciliation, the Administrator shall identify any discrepancies (including offsetting discrepancies) in accordance with the agreed scope and any other gaps in the information provided (e.g. assurances). Within the selected sample the Administrator should also identify any discrepancies above the agreed margin of error (1-percent) established in agreement with the MSG.

Phase 5 – Conclusions and Recommendations

Background: The purpose of this phase is to ensure that the information disclosed through the implementation of the reporting pilot fulfils the EITI requirements, while focusing on the objectives agreed by the MSG in their work plan, and aligned with the national priorities from Trinidad and Tobago regarding their extractive sector. As a result, the Administrator is expected to produce a draft EITI Report, which by applying the pilot approach, compiles the contextual and revenue information, explains the relevant discrepancies from a sample reconciliation (if any), and provides recommendations for enhancing systematic disclosure in the context of EITI implementation. This report will be subjected to MSG approval. Authorship of the report should be clearly indicated. Once the MSG has endorsed the report, the Report will be considered final and the MSG will be responsible for overseeing its publication.

As a result of the data analysis, and based on the roles agreed in the inception report, the final product will be a succinct EITI Report, which highlights the topics selected by the MSG in line with the country's priorities and summarizes the main points obtained from the collection and collating of data, aligned with the attached concept note on pilot reporting (Annex I). The Final EITI Report should include all the references to the web portals which mainstream the relevant information, as well as all the collected data from the reporting entities needed to fill in the disclosure gaps. The Report should also provide recommendations for enhancing the systematic disclosure practices regarding the EITI process in Trinidad and Tobago, as well as any other pertinent information aligned with the focus set forth in the scoping phase.

The Administrator shall produce the electronic data files that can be published together with the final EITI Report. For completing this phase of conclusions and recommendations, the Administrator is expected to:

5.1 Contact the reporting entities to clarify the causes of any significant discrepancies or other gaps in the reported data in order to include these clarifications in the draft EITI Report. If necessary, the Administrator should also collect additional data from the reporting entities concerned to fill in the identified gaps.

5.2 Draft an EITI Report, focusing on the topics selected by the MSG, and providing the relevant contextual and revenue data as required by the EITI Standard. The draft report should be based on the data compiled and collected in phase 3, and the data analysis conducted in phase 4. The draft EITI report should:

- Include a description of all revenue streams, related materiality definitions and thresholds (Requirement 4.1).
- Indicate the coverage of the reconciliation exercise, based on the government's disclosure of total revenues as per Requirement 4.1(d).
- Include an assessment on the comprehensiveness and reliability of the (financial) data presented, including an informative summary of the work performed by the Administrator and the limitations of the assessment provided.
- Describe the methodology adopted for the sample reconciliation and demonstrate the application of international professional standards.
- Include an assessment of whether all companies and government entities within the agreed scope of the EITI reporting process provided the requested information. Any gaps or weaknesses in reporting to the Administrator must be disclosed in the EITI Report, including naming any entities that failed to comply with the agreed procedures, and an assessment of whether this is likely to have had material impact on the comprehensiveness of the report.
- Document whether the participating companies and government entities had their financial statements audited in the financial year(s) covered by the EITI Report. Any gaps or weaknesses must be disclosed. Where audited financial statements are publicly available, it is recommended that the EITI Report advises readers on how to access this information.
- Include non-revenue information as per Requirement 2,3,5 and 6 and other information requested by the MSG.
- Provide a list, in accordance with the procedures agreed by the Administrator and the MSG, with the sources of the data disclosed. Where information is already being

systematically disclosed, the Administrator should clearly state where the information is publicly accessible.

- Include a gap analysis on systematic disclosure practices to date, highlighting next steps, costs and recommendations for embedding EITI into Government systems. The analysis should also identify weaknesses in the systematic disclosures and provide recommendations for addressing them where appropriate.
- Provide comments on the progress made regarding recommendations derived from previous EITI Reports, in terms of corrective actions and reforms.
- Include recommendations for strengthening regular, timely and comprehensive disclosures by government entities and companies in the future. The Administrator is encouraged to collaborate with the MSG in formulating such recommendations.

5.3 Complete the corresponding Summary Data Template (SDT), based on the information disclosed in the EITI Report. Once the SDT is reviewed and approved by the MSG, it should be submitted electronically to the International Secretariat, following the standardised reporting format.

5.4 Complete the Validation template, based on a technical review of information disclosed in the EITI Report. Once the template is reviewed and approved by the MSG, it should be submitted electronically to the International Secretariat by the TTEITI Secretariat.

5.5 Submit the draft EITI Report and the Summary Data Template for MSG approval. The draft Report should provide machine-readable files and/or code or tag EITI Reports and data files in an Open Data format using the Comma Separated Values or CSV file format.

4. TECHNICAL DETAILS OF THE REQUIREMENTS

I. Duration

The project will be executed over the period 2021 to 2024 during which time three reports will be completed:

Fiscal 2019: October 2019-September 2020

Fiscal 2020: October 2020-September 2021

Fiscal 2021: October 2021-September 2022

II. Administrative Arrangements – Reporting requirements and Time Schedule for deliverables

The Consultant shall prepare its reports and deliver them to the Steering Committee as follows:

- a. An Inception Report shall be submitted within two (4) weeks of the contract award and shall include the intended structure of the Report, a detailed table of contents and the implementation strategy.
- b. A draft report on the proposed Reporting Templates shall be submitted within five (5) weeks of the contract award for approval. The Steering Committee shall submit its comments within two (2) weeks of report receipt.
- c. A draft of the Report shall be submitted within eight (8) weeks of the contract award. The Steering Committee shall submit its comments within two (2) weeks of report receipt.
- d. The Report and the Report Summary shall be submitted within twelve (12) weeks of the contract award. The Report and the Report Summary shall take into account all comments made by the Steering Committee and shall be in both hard copy and soft copy form in the numbers described.
- e. The Consultant shall present the Report to the Steering Committee and also to a gathering of key stakeholders arranged by the Steering Committee and answer relevant questions that may arise. The Report shall be published simultaneously on the TTEITI Website.

The schedule of payments shall be as follows:

10% following contract signing
5% following delivery of the Inception Report
5% following delivery of the Draft EITI Report for fiscal 2019
10% following TTEITI SC's approval and publication of the EITI Report for fiscal 2019

10% following delivery of the Inception Report for fiscal 2020
10% following delivery of the Draft EITI Report for fiscal 2020
15% following TTEITI SC's approval and publication of EITI Report for fiscal 2020
10% following delivery of the Inception Report for fiscal 2021
10% following delivery of the Draft EITI Report for fiscal 2021
15% following TTEITI SC's approval and publication of EITI Report for fiscal 2021

III. Client's input and counterpart personnel

The Administrator will report to the TTEITI SC through the TTEITI Secretariat. The Administrator will be assisted by the TTEITI Secretariat in facilitating any logistical and administrative arrangements between the Administrator and the reporting companies and the Ministry of Energy and Energy Industries and the Board of Inland Revenue.

5. THE MINISTRY OF ENERGY AND ENERGY INDUSTRIES PROVISIONS

Annex 1 – Data Sheet on scope of services

Based on the Requirements outlined in the EITI Standard and the Trinidad and Tobago EITI Report 2017 (<http://www.tteiti.org.tt/explore-data/reports/>) the TTEITI SC proposes the following scope for the three EITI Reports:

2. The taxes and revenues to be covered in the EITI Reports (Requirement 4.1)⁸

Benefit stream	Commentary on work to be undertaken by the Administrator
Property Tax	

⁸ Guidance Note 13: on defining materiality, reporting thresholds and reporting entities, <https://eiti.org/document/guidance-note-on-defining-materiality-reporting-thresholds-reporting-entities>

Supplemental Petroleum Tax (SPT)	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Petroleum Profits Tax (PPT)	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Unemployment Levy (UL)	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Corporation Tax (CT)	All upstream & mid stream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Green Fund Levy	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Business Levy	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Withholding Tax (WHT) on dividends	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Withholding Tax (WHT) on branch profits remitted or deemed remitted to head office	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Insurance Premium Tax	All upstream extractive companies pay this to the Inland Revenue Division of the Ministry of Finance.
Royalty	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Minimum rent – E&P	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Annual license acreage payments	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Petroleum Production Levy	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Petroleum impost	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Production Sharing Contract (PSC) share of profits	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
PSC signature bonuses	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.

PSC bidding fees	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
PSC Tax Settlement	The Ministry of Energy and Energy Industries pay this to the Inland Revenue Division of the Ministry of Finance.
Other payments under PSCs Specific payments were identified by the TTEITI Steering Committee, namely: <ul style="list-style-type: none"> • Production bonuses • Training Fees • R&D Fees • Administration Fees • Abandonment Provision – Payments into Environmental Escrow Account • PSCs Holding Fee • Technical assistance • Scholarships 	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.
Dividends paid by State-owned companies	Payments made by State-Owned Companies to the Investment Division of the Ministry of Finance.
Social expenditure and infrastructure payments	All participating companies must declare these payments.
Payments in kind	All participating companies must declare payments in kind made to or received by the Government or State-Owned entities.
Transportation Revenue	The Government and State-owned enterprises are required to disclose revenues received from the transportation of oil and gas.

3. List of reporting entities (oil, gas and mining companies and government agencies) (Requirement 4.1 (c))

The following is a list of participating Extractive Companies operating in Trinidad and Tobago:

No	Name of Company (Oil and Gas Sector)
1	Amoco Trinidad Gas BV Trinidad Branch
2	BG International Limited
3	Shell Trinidad 5(a) Limited

<u>4</u>	<u>ShellTrinidad and Tobago Limited</u>
<u>5</u>	<u>ShellTrinidad Central Block Limited</u>
<u>6</u>	<u>BHP Billiton (Trinidad-2C) Limited</u>
<u>7</u>	<u>BHP Billiton (Trinidad-3-A) Limited</u>
<u>8</u>	<u>BHP Billiton Petroleum (Trinidad Block 14) Limited</u>
<u>9</u>	<u>BHP Billiton Petroleum (Trinidad Block 23A) Limited</u>
<u>10</u>	<u>BHP Billiton Petroleum (Trinidad Block 23B) Limited</u>
<u>11</u>	<u>BHP Billiton Petroleum (Trinidad Block 28) Limited</u>
<u>12</u>	<u>BHP Billiton Petroleum (Trinidad Block 29) Limited</u>
<u>13</u>	<u>BHP Billiton Petroleum (Trinidad Block 3) Limited</u>
<u>14</u>	<u>BHP Billiton Petroleum (Trinidad Block 5) Limited</u>
<u>15</u>	<u>BHP Billiton Petroleum (Trinidad Block 6) Limited</u>
<u>16</u>	<u>BHP Billiton Petroleum (Trinidad Block 7) Limited</u>
<u>17</u>	<u>BP Exploration Operating Co Ltd Trinidad Branch</u>
<u>18</u>	<u>BP Trinidad and Tobago LLC</u>
<u>19</u>	<u>BP Trinidad Processing Limited</u>
<u>20</u>	<u>Touchstone Exploration (Trinidad) Ltd</u>
<u>21</u>	<u>Trinidad and Tobago LNG Limited</u>
<u>22</u>	<u>Trinity Exploration and Production (Galeota) Limited</u>
<u>23</u>	<u>Trinity Exploration and Production (Trinidad and Tobago) Limited</u>
<u>24</u>	<u>De Novo Energy Block 1 A Limited</u>
<u>25</u>	<u>Centrica (Horne & Wren) (BLK1a)</u>
<u>26</u>	<u>EOG Resources Trinidad 4(A) Unlimited</u>
<u>27</u>	<u>EOG Resources Trinidad Limited</u>
<u>28</u>	<u>EOG Resources Trinidad- U(A) Block Limited</u>
<u>29</u>	<u>EOG Resources Trinidad U(B) Block Unlimited</u>
<u>30</u>	<u>Lease Operators Limited</u>

<u>31</u>	<u>National Gas Company of Trinidad and Tobago Limited</u>
<u>32</u>	<u>NGC E&P Investments (Netherlands) B.V.</u>
<u>33</u>	<u>NGC Pipeline Company Limited</u>
<u>34</u>	<u>Oilbelt Services Limited</u>

<u>35</u>	<u>Perenco T&T Limited</u>
<u>36</u>	<u>Heritage Petroleum Company Limited⁹</u>
<u>37</u>	<u>Primera Oil and Gas Limited</u>
<u>38</u>	<u>PT.Fortin LNG Exports Ltd.</u>

⁹ Other companies partnering with Heritage will sign on to the initiative

<u>39</u>	<u>Repsol Angostura Ltd</u>
<u>40</u>	<u>Shell T&T Resources SRL</u>
<u>41</u>	<u>Shell Trinidad Block E Limited</u>

The following is a list of participating Government Ministries in Trinidad and Tobago:

No.	Name of Ministry/State Agency
1	Ministry of Energy and Energy Industries
2	Ministry of Finance -Inland Revenue Division -Investment Division

The following is a list of participating Mining Companies in Trinidad and Tobago:

No.	Name of Mining Companies
<u>1</u>	<u>National Quarries Companies Limited</u>
<u>2</u>	<u>Lake Asphalt of Trinidad and Tobago (1978) Limited</u>
<u>3</u>	<u>Trinidad Cement Limited</u>
<u>4</u>	<u>F.W. Hickson</u>
<u>5</u>	<u>Hermitage Limestone Limited</u>

4. Additional commentary on scope

The materiality and inclusion of sub-national payments (Requirement 4.6) ¹⁰	Companies must disclose any direct payments made to sub-national levels of government (e.g. regional corporations etc.). In addition, some governments also have formal or informal revenue sharing mechanisms that stipulate that a share of revenues collected by the central government from the extractive sector is transferred to sub-national government entities. Any such payments must be disclosed by the Government. https://eiti.org/document/guidance-note-on-subnational-reporting
The disclosure and reconciliation of payments to and from state-owned enterprises (Requirement 4.5) ¹¹	Material payments made by extractive companies to state-owned enterprises must be disclosed. Transfers between the Government and state-owned agencies must also be disclosed.
The materiality and inclusion of sub-national transfers in accordance with Requirement 5.2 ¹²	Any material transfers between national and sub-national government entities which are collected from extractive industries and are mandated by national constitution, statute or other revenue sharing mechanism, must be disclosed. https://eiti.org/document/guidance-note-on-subnational-reporting

¹⁰ Guidance Note 10: Sub-national reporting, <https://eiti.org/document/guidance-note-on-subnational-reporting>

¹¹ Guidance Note 18: SOE participation in EITI Reporting, <https://eiti.org/GN18>

¹² Guidance Note 10: Sub-national reporting, <https://eiti.org/document/guidance-note-on-subnational-reporting>

Annex 2 – Supporting documentation

Documentation on governance arrangements and tax policies in the extractive industries, including relevant legislation & regulations

- Corporation Tax Act
- Income Tax Act
- Miscellaneous Taxes Act
- Petroleum Taxes Act
- Petroleum Act
- Petroleum Production Levy and Subsidy Act

EITI work plans & other documents

- TTEITI Work plan 2019-2020 (<https://sway.office.com/s/jvvaHcdHwSXZwLPA/embed>)
- Findings from preliminary scoping work – [click here](#)
- Previous EITI Reports (<http://www.tteiti.org.tt/explore-data/reports/>)
- Trinidad and Tobago EITI Reports 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018

Commentary on previous EITI Reports

Validation Reports

- Trinidad and Tobago Validation Report 2018
(https://eiti.org/files/documents/trinidad_and_tobago_final_validation_report.pdf)

Other relevant documentation (e.g. Annual Activity Reports)

- TTEITI Annual Activity Report 2017
(<http://www.tteiti.org.tt/wp-content/uploads/Annual-Activity-Report-2017.pdf> /)

6. MINIMUM QUALIFICATIONS OF THE PROPONENT

The Consultant may be a local or foreign national or firm, or a joint venture between local and foreign nationals or firms, with a reputation that is perceived as independent of and immune from influence by GoRTT and/or the Companies. Bidders must follow (and show how they will apply) the appropriate professional standards for the reconciliation work in preparing their report.

Bidders shall demonstrate:

- Expertise and experience in the oil, gas and mining sectors in T&T, as well as adequate knowledge of the upstream petroleum sector, taxation and public and private accounting in T&T.
- Expertise in accounting, auditing and financial analysis.
- A track record in similar work. Previous experience in EITI reporting is not required, but would be advantageous.

In order to ensure the quality and independence of the exercise, bidders are required, in their proposals, to disclose any actual or potential conflicts of interest, together with commentary on how any such conflict can be avoided.

The Consultant shall provide evidence of the necessary numbers, certification and experience of personnel who will be made available to perform all collecting, testing and compilation in accordance with accepted professional standards, the requirements of this RFP and the EITI Standard.

Part D: Draft Contract**REPUBLIC OF TRINIDAD AND TOBAGO**

THIS CONTRACT is made this ____ day of _____ 20__ between the _____, (“the Purchaser”) having its principal place of business at _____ in the island of Trinidad and _____ (“the Consultant”) having its principal office located at _____.

WHEREAS:

(i) The Purchaser wishes to have the Supplier (description of services to be provided).

(ii) The Purchaser and the Supplier have agreed to the Proposals submitted by the Supplier, in accordance with the terms and conditions set out below.

THE PARTIES HEREBY AGREE AS FOLLOWS:**1. APPENDICES TO AGREEMENT**

The following appendices shall be deemed to form an integral part of this Agreement:

Appendix 1: Terms of Reference

Appendix 2: Proposal

Appendix 3: Deliverables and Payment

Appendix 4: Activity and Time Schedule

Appendix 5: Letter of Award dated _____

Where any conflict arises between this Agreement and any of its Appendices, this Agreement shall take precedence. Where such conflict arises out of written modification of this Agreement by the Parties, as provided by Clause 3 herein, such modification will take precedence with regard to the issue or matter which it sought to modify.

2. TERM

The Supplier shall perform the Services over a ____ period commencing from _____ and ending on _____ or any other period as may subsequently be agreed by the Parties in writing.

3. MODIFICATION

Modification of the terms and conditions of this Agreement, including but not limited to any modification of the Services or the Contract Price, may only be made by written agreement between the Parties.

4. PAYMENT

A. Schedule of Payments

4.1 (name of the public body) shall pay the Supplier in accordance with the schedule of payments agreed between the Parties to the contract.

B. Payment Conditions

4.2 Payment of any fees by the Purchaser shall be without prejudice to any claims or rights which the Purchaser may have against the Supplier and shall not constitute any admission by the Purchaser as to the performance by the Supplier of its obligations hereunder. Prior to making any such payment, the Purchaser shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Supplier.

4.3 Where the Deliverable is unsatisfactory and the Purchaser has within the specified period, i.e. seven (7) days, notified the Supplier that the Deliverable is unsatisfactory, payment shall be made only upon resubmission of a Deliverable that is satisfactory to the Purchaser. A decision that a deliverable is satisfactory to the Purchaser shall be based upon criteria accepted by both the Purchaser and the Supplier.

5. PROJECT ADMINISTRATION

5.1 The Purchaser designates _____ as its Project Coordinator. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the Purchaser, and for receiving, certifying and securing the approval of invoices for payment under this Agreement.

6. DELIVERABLES

6.1 The deliverables listed in Appendices 1 and 2 shall be submitted within the period stated therein on the dates set out in the Activity and Time Schedule agreed to by the Parties, said Schedule being attached hereto, as **Appendix 4**.

6.2 Notwithstanding Clause 6.1 above, the Parties may agree to extend the time and dates for the submission of the deliverables listed in the Proposal.

7. INDEPENDENT SUPPLIER STATUS

The Supplier shall at all times remain the independent Supplier of the Purchaser, and neither Party shall represent itself to be an agent of the other. The Supplier shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed on the Supplier in respect of this Agreement.

8. INTELLECTUAL PROPERTY

- (a) Any and all copyright, trademarks and other intellectual property rights that are created as a direct result of the performance of the Services by the Supplier under this Agreement shall be deemed to be assigned absolutely in perpetuity to the Purchaser.
- (b) In the event that any third-party intellectual property rights are used in the provision of the Services, the responsible Party will obtain the necessary consents, approvals and licenses for use of same by the Parties.
- (c) All documents of whatever nature provided by one Party to the other party in connection with the Services shall remain the intellectual property of the providing Party, but the other shall have a one-time use license to use the documents for purposes relating to the provision of the Services only. The Party receiving the documents shall not be entitled to make use of any documents provided for the carrying out of additional or similar work on or for any other project, works or brief unrelated to the provision of these Services. All documents provided by a Party to this Agreement shall remain the property of the providing party and shall be returned upon the completion of the Services.
- (d) The Supplier shall not publish either jointly or severally with any other person any article, photograph or other illustration relating to the provision of the Services without the permission of the Purchaser, such permission to be in writing and not unreasonably withheld.

9. OWNERSHIP OF MATERIAL

Any studies, reports or other material, graphic, software or otherwise, prepared by the Supplier for the Purchaser under the Agreement shall belong to and remain the property of the Purchaser.

10. PERFORMANCE STANDARDS

The Supplier undertakes to perform the Obligations and Services, as more particularly set out in Appendices 1-4 herein, with the highest standards of professional and ethical competence and integrity.

11. COMPLIANCE WITH INSTRUCTIONS

The Supplier shall comply with all reasonable instructions of the Purchaser regarding the requirements of the Purchaser under the Agreement.

12. PROHIBITION OF CONFLICTING ACTIVITIES

The Supplier:

- a) shall not engage, either directly or indirectly, during the term of this Agreement in any business or professional activities which would be in conflict with the execution of this Agreement;
- b) warrants that he has the full capacity to enter into this Agreement and is not engaged in, or has not been engaged in, any situation that would give rise to a conflict of interest situation, to the best of his knowledge, information and belief.

13. CONFIDENTIALITY

The Supplier:

- a) shall maintain in confidence any information provided to him either directly or indirectly, under, or in participation in, the execution of this Agreement, taking all such reasonable security measures as he would usually take to protect his own confidential information and trade secrets, and shall use all information provided to him only for the purposes of facilitating this Agreement;
- b) shall not, either during the term of this Agreement or within two (2) years of its expiration, or such earlier time as the confidential information reaches the public domain other than through the default of the Supplier disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the Purchaser's business or operations without the prior written consent of the Purchaser.

14. INDEMNIFICATION

The Supplier shall defend, indemnify, protect and save harmless the Purchaser and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Supplier, its agents, employees and representatives in the performance of services, including but not limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

The Supplier shall reimburse the Purchaser for any cost incurred by the Purchaser to correct or modify any of the services submitted by the Supplier that are found to be defective or not in accordance with the provisions of this agreement and all works resulting from and related to such of the services submitted by the Supplier as are found to be defective or not in accordance with the provisions of the Agreement.

15. PROVISION OF SERVICES AND FACILITIES

The Purchaser shall:

- a) provide the Supplier with all information that is to be part of, or assist in the performance of the Services, once it is capable of so doing;
- b) make all payments to the Supplier in a timely manner according to the terms of Clause 4 and Appendix 3 of this Agreement;
- c) provide any and all instructions to the Supplier, giving the Supplier a minimum of two (2) days to comply.

16. FORCE MAJEURE

16.1 If the performance of the Agreement or any obligation under it is prevented, restricted or interfered with by reason of the following circumstances which are deemed by these presents to be beyond the reasonable control of the party obliged to perform it, such as fire or other causality, Act of God, strike or labour dispute, war or any law, order or requirement of any government agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from performance to the extent of the prevention, restriction or interference, but the Party so affected shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Agreement with the utmost dispatch whenever such causes are removed or diminished.

17. TERMINATION

17.1 Upon the breach by the Supplier of any of its duties or obligations under this Agreement in relation to the provision of the services, the Purchaser shall have the right to terminate this Agreement by notice in writing to the Supplier.

17.2 Following any such termination of this Agreement, the Supplier shall indemnify the Purchaser against any direct commercial loss that is associated with the relevant deliverable, up to 50% of the fee paid for the said deliverable suffered by the Purchaser as a result of the Supplier's breach of any of its duties or obligations under this Agreement.

17.3 The Purchaser may terminate this Agreement for convenience at any time, upon not less than thirty (30) days prior written notice to the Supplier. Upon such termination, the Purchaser will be liable to the Supplier for payment of (i) all fees payable for deliverables accepted by the Purchaser to date of such termination, (ii) all fees payable for the

work-in-progress, as demonstrated to the reasonable satisfaction of the Purchaser, on a time and material basis; and (iii) such other costs of the Supplier, demonstrated to the reasonable satisfaction of the Purchaser to be directly related to the winding down of the Services and work which are being terminated.

17.4 Either the Purchaser or the Supplier may terminate the Agreement forthwith by notice in writing if (i) the other party is in default of any of its obligations hereunder and such default remains unremedied within fourteen (14) calendar days of the date of receipt of the notice thereof from the party not in default.

17.5 Either the Purchaser or the Supplier may terminate this Agreement forthwith if either party is declared bankrupt, or a receiver or administrative receiver is appointed of any of the other's property.

17.6 The Supplier or its personal representatives shall, upon the termination of the engagement, immediately deliver up to the Purchaser all correspondence, documents, specifications, papers and property belonging to the Purchaser, which may be in the Supplier's possession or under its control.

18. INSURANCE

The Supplier will be responsible for taking out any appropriate insurance coverage in respect of its duties under this Agreement.

19. SUPPLIER'S ACTIONS REQUIRING PURCHASER'S PRIOR APPROVAL

The Supplier shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

- (e) entering into a sub-contract for the performance of any part of the Services, it being understood that:
 - i. the selection of a Sub-supplier and the terms and conditions of the sub-contract shall have been approved in writing by the Purchaser prior to the execution of the sub-Contract, and
 - ii. the Supplier shall remain fully liable for the performance of the Services by the Sub-supplier and its Personnel pursuant to this Agreement;
- (f) modifying the scope of deliverables as stated in Appendix 3;
- (g) modifying the Terms of Reference as stated in Appendix 2.

20. ASSIGNMENT

The Supplier shall not assign this Agreement or sub-contract any portion of it without the Purchaser's prior written consent, such consent to not be unreasonably withheld.

21. LAW GOVERNING AGREEMENT AND LANGUAGE

The Agreement shall be construed, enforced and performed in accordance with the laws of the Republic of Trinidad and Tobago.

22. CONSEQUENCES OF CHANGE IN THE APPLICABLE LAW

If, after the date of this Agreement, there is any change in the Applicable Law which increases or decreases the reimbursable expenses incurred by the Supplier in performing the Services, then the reimbursable expenses otherwise payable to the Supplier under this Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts specified in Clause 4.

23. SURVIVAL OF PROVISIONS

Clauses 8, 9 and 13 of this Agreement and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

24. WAIVER

Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

25. NOTICES

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following addresses, which may be changed by notice:

The Purchaser:

Supplier:

26. DISPUTE RESOLUTION

All disputes or differences of opinion relating to the application or interpretation of this Agreement shall be resolved in the first instance by negotiations between the Parties, failing which, recourse may be had to mediation by a third party to be jointly agreed by the Parties.

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that 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 by either Party for settlement by arbitration. Arbitration proceedings shall be

conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.

27. MISCELLANEOUS

In any arbitration

- a) Unless otherwise agreed by the Parties, proceedings shall be held in the Republic of Trinidad and Tobago;
- b) the English language shall be the official language for all purposes; and
- c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have hereunto set their hand the day and year first hereinabove written.

Signed by:

Signed by:

For and on behalf of the within named named

For and on behalf of the within

Purchaser

Supplier

In the presence of:

In the presence of:

.....
.....

Witness

Witness

.....
.....

Address

Address

.....

.....

Occupation

Occupation

Part E: Sample Forms

A. Sample Forms - Technical Proposal

Form 1A: Technical Proposal submission form.

Form 2A: Proponent's Work Experience

Form 3A: Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.

Form 4A: Description of the methodology and Work Plan for performing the assignment.

Form 5A: Team composition and task assignments.

Form 6A: Format of curriculum vitae (CV) for proposed professional staff.

Form 7A: Proposed Project Plan / Time schedule for completing the assignment

Form 8A: Proponent's Declaration Form

Form 9A: Confidentiality Agreement

Form 10A: Sample Banker's Letter

Appendix 1 RFP Acknowledgement Form

Appendix 2 Client Reference Form

Note: The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. In addition, the Proponent may include any other form(s), which in his opinion will assist in presenting, clearly and concisely, pertinent information relevant to the Work Plan and time schedule. ***Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being considered, or not achieving maximum scores during the evaluation of Proposals.***

FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: (Client Organisation)

Sir:

We, the undersigned, offer to provide Consultancy Services to conduct an EITI Audit of the Trinidad and Tobago Extractive Sectors in accordance with your Request for Proposal dated [___Date___] and subsequent Addenda (*insert addenda numbers, if applicable*). We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal of one hundred and twenty (120) days, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Address:

FORM 2A: PROPONENT'S WORK EXPERIENCE

**Relevant Services Carried Out in the Last Three Years
That Best Illustrate Qualifications**

Using the format below, provide information on assignments of similar nature and complexity completed by your firm/entity i.e. three (3) contracts for the provision of (*Name of Services*) over the past three (3) years. Proponents are advised that all fields must be completed, as the information provided therein is required to ensure the achievement of maximum points during the evaluation of Proposals.

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

FORM 3A: COMMENTS AND SUGGESTIONS OF PROPONENTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE (NAME OF THE PUBLIC BODY)

On the Terms of Reference:

- 1.
- 2.
- 3.

On the data, services, and facilities to be provided by the (name of the public body):

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

RFP Ref#: TTEITICS001

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to conduct an EITI Audit of the Trinidad and Tobago

Extractive Sectors

RFP Date: 26th May 2021

FORM 4A. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

FORM 6A: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by staff members on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarise college/university and other specialised education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with the present position, list in reverse order every employment position held. List positions held by staff members, giving dates, names of employing organisations, titles of positions held, and locations of assignments. Be succinct.]

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorised representative: _____

FORM 7A: PROPOSED PROJECT PLAN / TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT

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

FORM 8A: PROPONENT'S DECLARATION FORM

A. LITIGATION

1. Have you ever been convicted of any criminal offence in any jurisdiction?
Yes No
2. Has any of the director(s) ever had a professional license suspended or revoked?
Yes No
3. Has your organisation ever been the subject of any petition for bankruptcy?
Yes No
4. Has your organisation ever had any civil judgment against you?
Yes No
5. Does your organisation have any pending civil litigation matters?
Yes No
6. Does your organisation have any pending criminal matters before the court?
Yes No
7. Has your organisation, or any organisation which you have had control over, ever been the subject of any inquiry or investigation?
Yes No

If you checked **Yes** to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

B. STATUTORY COMPLIANCE

1. Is your organisation in compliance with the **OSH Act 2004** (as amended) in the form of OSH requirement applicable to your organisation? Kindly provide details of the compliance with the most recent supporting documents.
Yes No Not applicable

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

-
2. Is your organisation in compliance with the **Minimum Wages Act, Chap 88:04** (as amended)?

Yes No Not applicable

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

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

.....

Declarant Name Declarant Signature Date

Position: Company Seal:

FORM 9A: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the day of 20__.

BETWEEN

The Ministry of Energy and Energy Industries , with its Head Office located at 1 Wrightson Road, Tower C, International Waterfront Centre in the city of Port of Spain in the island of Trinidad (hereinafter referred to as “ ”) of the One Part; and

.....

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

- 1. The MINISTRY OF ENERGY AND ENERGY INDUSTRIES is considering seeking Proposals in anticipation of awarding a Contract (hereinafter called the "Contract") for the provision of Goods/Services/Works.
2. The Contractor/Supplier/Consultant wishes to submit a Proposal for the said Contract.
3. Whereas, the Parties intend to exchange information and in the course of such activities it is anticipated that the Parties may wish to disclose to each other proprietary information, which information the Parties regard as confidential.

NOW IT IS HEREBY AGREED as follows:

Definitions

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

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

"The MINISTRY OF ENERGY AND ENERGY INDUSTRIES) means and the legal successors in title to this entity.

"Disclose" includes but is not limited to any act of divulging, releasing, communicating,

transmitting, broadcasting or otherwise transferring or imparting Material Information by any means whatsoever to any person, whether individual or corporate. "Disclosed", "disclosure" and "disclosing" shall be construed accordingly.

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

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

"Improper conduct" includes a breach of any express or implied term of this Agreement or of any other agreement between Ministry Energy and Energy Industries and the Contractor/Supplier/Consultant or any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to Ministry Energy and Energy Industries to or by the Contractor/Supplier/Consultant or any of its Agents.

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

"Material Information" means any information concerning any and all of the past, present or future business, activities, projects, policies, plans or contracts of the Ministry Energy and Energy Industries or the Contractor/Supplier/Consultant.

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

The Contractor/Supplier/Consultant's undertakings

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

The Public Body's undertakings

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

Exceptions

4. Clauses 2 and 3(b) and 3(c) shall not apply to any Material Information that is: -
- i. Excepted Information or disclosed or used with the prior consent in writing of the other party.
 - ii. Ordered or required to be disclosed by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the party proposing to disclose shall give to the other party prompt written notice thereof.
5. Notwithstanding clause 2, hereof, the Contractor/Supplier/Consultant may disclose any Material Information disclosed by or obtained from the Ministry Energy and Energy Industries to any of its Agents for a purpose or purposes for which the Contractor/Supplier/Consultant is entitled to use the same, provided that the Contractor/Supplier/Consultant undertakes during the Relevant Period: -
- i. to ensure that all persons to whom Material Information is or may be disclosed are aware of the terms of this Agreement and will comply with the obligations of the Contractor/Supplier/Consultant as if party themselves to the Agreement; and
 - ii. if so requested by the Ministry Energy and Energy Industries by notice in writing, before making any or any further disclosure, procure the execution by any person or persons identified in the notice, of an agreement in writing (to be prepared by the (Ministry Energy and Energy Industries between the Ministry Energy and Energy Industries and each such person containing substantially the same terms as those contained in this Agreement.

Return or Destruction of Confidential Information

6. If during the Relevant Period the Contractor/Supplier/Consultant receives from the Ministry Energy and Energy Industries or any of its Agents, Material Information in any tangible form and either then or subsequently: -
- a) submits an unsuccessful Proposal, or fails or is not invited to submit a Proposal, for the Contract; or
 - b) the Contract in connection with which the Material Information has been supplied to the Contractor/Supplier/Consultant is not proceeded with; or

- c) the Contract, if awarded to the Contractor/Supplier/Consultant, is substantially completed or terminated early or abandoned; or
- d) for any other reason the Contractor/Supplier/Consultant does not or is unlikely to have any further need of the Material Information

Then the Contractor/Supplier/Consultant undertakes, if the Ministry Energy and Energy Industries Requests by notice in writing, to return forthwith the Material Information to the Ministry Energy and Energy Industries and/or its Agent and/or to destroy or procure the destruction of the Material Information, including any copies thereof or any part or parts thereof, which may be in the possession of the Contractor/Supplier/Consultant or any of its Agents and to certify in writing to the Ministry Energy and Energy Industries that any destruction requested has been carried out, provided that:-

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

7. Without prejudice to clause 6 above, if any Material Information whose return or destruction is requested is in the possession of any of the Contractor/Supplier/Consultant’s Agents, the Contractor/Supplier/Consultant undertakes to do everything in its power to procure any action on the part of its Agents to enable the Contractor/Supplier/Consultant to comply with its obligations.

Maintenance of regular exchange of information

8. This Agreement shall not be construed as restricting any normal and/or regular interchange of information between the parties and/or their Agents which may be necessary in connection with the Contract.

Security Measures

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

Governing Law

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

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

For and on behalf of
Ministry Energy and Energy Industries

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

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

Date.....

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

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

FORM 10A: SAMPLE BANKER’S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

(Name and address of public body)

Dear Sir:

(Name of company)

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

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

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

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

Yours faithfully

(Signature) _____

(Position) _____

B. Sample Forms – Financial Proposal

Form 1B: Financial Proposal Submission Form.

Form 2B: Summary of Costs.

Form 3B: Breakdown of price per activity.

Form 4B: Breakdown of remuneration per activity.

Form 5B: Reimbursable and Miscellaneous Expenses.

Form 2B: Price Schedule. (Alternative, based on the requirements of the project)

Note: The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. ***Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being further considered.***

FORM 1B: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide [Title of services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals submitted in separate sealed envelopes). Our attached Financial Proposal is proposed in the sum of [Amount in words and figures]. This amount is exclusive of 12.5% Value Added Tax, which we have calculated as [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the **(one hundred and twenty (120) day)** validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FORM 2B: SUMMARY OF COSTS

Costs	Amount(s)

Subtotal	
Value Added Tax (VAT)	
Total Amount of Financial Proposal	_____

Proposed payment terms

Proponents are required to provide their proposed payment terms for the provision of the services.

FORM 3B: BREAKDOWN OF PRICE PER ACTIVITY

Activity No.	Description	Person Hours	Amount (TT\$)
	Grand Total		

FORM 4B: BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____
Names	Position	Input ¹³	Amount
Regular staff			
Consultants			
Grand Total			_____

¹³ Staff months, days, or hours as appropriate.

FORM 5B: REIMBURSABLE AND MISCELLANEOUS EXPENSES

No.	DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL AMOUNT (TT\$ VAT EX)
1.	<i>(PLEASE SPECIFY)</i>				
2.					
	SUBTOTAL				
	VAT @12.5%				
	TOTAL AMOUNT (TT\$ VI)				

FORM 2B: PRICE SCHEDULE (ALTERNATIVE, BASED ON REQUIREMENTS OF PROJECT)

No.	Description	Unit of Measure	Quantity	Unit Cost (TT\$)	Extended Price (TT\$)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
Subtotal					
VAT at 12.5%					
Total					

Appendix I

RFP ACKNOWLEDGEMENT FORM

(Name and Address of Public Body)

ATTENTION: (Accounting Officer or equivalent)

Dear Sir,

Subject: RFP # _____ Request for Proposal for (RFP Name-Services Required)

We acknowledge receipt of the above referenced Request for Proposal (RFP) and “will/will not” be submitting a Proposal by the due date.

We confirm that the Proposal that we will submit shall be valid for a period of **(one hundred and twenty (120) day)** from the closing date for the submission of the RFP.

Yours Faithfully

Signature _____

Date _____

Name _____

Title _____

All communications regarding this Request for Proposal should be sent to the undersigned who is responsible for our Tender.

Signature _____

Date _____

Name _____

Direct Tel No _____

Title _____

Email Address _____

Company _____

Co. Tel. No _____

Company _____

Mobile Tel _____

Address _____

CLIENT REFERENCE FORM

PART A (To be completed by the Proponent)	
Provider Name	
Project Location	
Project Description	
Reference Company	
Reference Name/Designation	
Reference Direct Contact Phone	
Reference Direct Contact Email Address	

PART B (To be completed by the Proponent)	
Project Contract Scope	
Assignment Start Date	
Assignment Completion Date	
Reasons for Delays (project start and/or finish)	
Reasons for Variations (contractual changes)	

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

PART C (To be completed by the Public Body)					
Performance Indicators (Please tick appropriate box)	Poor	Fair	Satisfactory	Very Good	Excellent
How would you rate the quality of the services provided?					
How would you rate the quality of the finish product?					
How would you rate the provider's response time in addressing your requests or queries?					
How would you rate the provider's professional interaction with representatives of your organisation?					
How would you rate the overall performance of the service?					

General comments:

.....
.....
.....
.....

Signature (Evaluation Committee Member(s)): _____ Date