



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

**REQUEST FOR PROPOSALS**

ASPPA#: 84111600

RFP Ref #: TTEITICS002

RFP Date: 13<sup>TH</sup> March 2024

PROVISION OF CONSULTANCY SERVICES

TO CONDUCT AN EITI AUDIT OF THE

TRINIDAD AND TOBAGO EXTRACTIVE SECTORS

CLOSING DATE AND TIME: 26<sup>TH</sup> APRIL 2024 at 4:00 PM

MINISTRY OF ENERGY AND ENERGY INDUSTRIES

RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

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## **Part A: Letter of Invitation**

Our ref: RFP TTEITICS002

March 13<sup>th</sup>, 2024

Dear Sir/Madam,

Re: RFP TTEITICS002 Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

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Reference is made to the captioned matter.

The Ministry of Energy and Energy Industries hereby invites Proposals for the Provision of Consultancy Services to Conduct an EITI Audit of the T&T 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](mailto:info@tteiti.com) by 15<sup>th</sup> March, 2024 at 4pm.

### **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](mailto:info@tteiti.com). A maximum of one (1) representative from the Proponent's organisation can be facilitated at the meeting.

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**C. Submission of Proposal**

One (1) original, one (1) hard copy and one (1) PDF copy on a flash drive of the Technical Proposal and the Commercial Proposal must be placed into **separate sealed envelopes**, labelled in accordance with *Instructions to Proponents*, Clause 13 of the RFP documents, and delivered into the appropriately labelled Tender Box located at the address below, by **no later than 26<sup>th</sup> April 2024 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](mailto:info@tteiti.com)

The Proponent's requests for clarifications must be titled "**QUERY – REQUEST FOR CLARIFICATION (TTEITICS002)**". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received no later than **Tuesday. 9<sup>th</sup> April 2024**

**D. Selection Method**

The Ministry of Energy and Energy Industries intends to select a Consultant in accordance with Quality and Cost-Based Selection procedure. 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

Ministry of Energy and Energy Industries

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Checklist of Documents to Accompany the Proposal

**Reminder #1: The checklist must align with the documents listed in Section 13A**

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

*Note: In accordance with Regulation 8 of the Public Procurement and Disposal of Public Property (Pre-qualification and Pre-selection) Regulations, 2021 only suppliers and contractors that are prequalified in the Procurement Depository can submit a Proposal. Valid documents (e.g. those highlighted in blue) already provided in the Procurement Depository do not need to be submitted again during the tendering phase of the procurement proceedings.*

Title Page	<input type="checkbox"/>
Table of Contents	<input type="checkbox"/>
Letter of Transmittal	<input type="checkbox"/>
Company Profile	<input type="checkbox"/>
Certification of Incorporation / Continuance / Registration	<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"/>
Return of Beneficial Interest Form	<input type="checkbox"/>
Certificate(s) of Character	<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 for the Assignment	<input type="checkbox"/>
Form 6A: Curriculum Vitae	<input type="checkbox"/>
Qualification Certificates	<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: Banker’s Reference Letter	<input type="checkbox"/>
Form 11A: Code of Conduct (Supplier) Commitment Form	<input type="checkbox"/>
Form 12A: No Conflict of Interest Declaration	<input type="checkbox"/>
Audited Financial Statements or Management Accounts	<input type="checkbox"/>



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- Client Reference Form(s)
- Standard Letter of Engagement/Service Level Agreement
- [OSH Documents](#)
- Evidence of Insurance (e.g. Professional Indemnity)
- Form 1B: Commercial Proposal Submission Form
- Form 2B: Price Schedule
- Form 3B: Breakdown of price per activity
- Form 4B: Breakdown of remuneration per activity
- 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 Commercial Proposal in separate sealed envelopes**, in accordance with the procedures for Quality and Cost-Based Selection. 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 process are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Ministry of Energy and Energy Industries.

The Proposal, along with all correspondence and documents relating to the Proposal, shall be submitted in English Language.

### **2. PROPOSAL 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.

### **3. 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.

#### **4. 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. Proponent 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 Ministry of Energy and Energy Industries regarding this RFP process; or
- d) It submits more than one (1) application for this RFP process, either in its own name or as part of a Joint Venture in another Proposal.
- 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,
- f) It is a member of staff of the procuring entity who has direct influence of the decision of the procuring entity.

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 proposal.

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.

## **5. FRAUD AND CORRUPTION**

Participants in this procurement process shall be bound by the Ethical Code of Conduct for Suppliers and Contractors and by the Ethical Code of Conduct for Public Bodies and Public Officers, accordingly, located at <https://oprtd.org/>

## **6. INELIGIBILITY**

Suppliers, contractors or other persons included in the Ineligibility List maintained by the Office of Procurement Regulation shall not be invited to submit a proposal or awarded a contract for the provision of the services described in this RFP. However, in accordance with Regulation 10 of the Public Procurement and Disposal of Public Property (Ineligibility Proceedings) Regulations 2021, if a supplier or contractor is on the ineligibility list, a procuring entity can apply to the OPR for an exemption in order to conduct business with the supplier or contractor. The application must provide justification demonstrating reasons for the public good that make it necessary to do business with the supplier or contractor.

## **7. GENERAL CONSIDERATIONS**

All Proposals must be made in accordance with the instructions/specifications given herein. The Technical Proposal Forms and Commercial Proposal Forms are to be completed, duly signed 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.

## **8. CLARIFICATION AND CHANGE TO PROPOSAL DOCUMENTS**

A Proponent may request a clarification of any part of the RFP documents, in writing, during the tender period up to 20 days prior to the deadline for submission of proposals.

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 addenda will be issued up to 10 days before the deadline for submission of Proposals.

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](mailto:info@tteiti.com).

## **9. PROPONENTS' REPRESENTATIVE**

Proponents must advise 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.

## **10. 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 Ministry of Energy and Energy Industries is deemed to have released 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.***

## **11. CONFIDENTIALITY**

All information supplied by 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.

## **12. 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 agrees to extend the validity period in compliance with the Ministry of Energy and Energy Industries request shall confirm the availability of its Key Personnel for the performance of the contract.

If any of the Key Personnel become unavailable due to the extended validity period, the Proponent shall provide a written adequate justification and evidence satisfactory to the Ministry of Energy and Energy Industries together with the substitution request. In such case, the replacement Key Personnel shall have equal or better qualifications and experience than those of the originally proposed Key Personnel. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Personnel.

If the Proponent fails to provide a replacement Key Personnel with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Ministry of Energy and Energy Industries, such Proposal will be rejected.

## **13. 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 Commercial Proposals shall be submitted in separate sealed envelopes.**

#### **A. Qualification (Technical) Proposal**

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 below.

The Technical Proposal shall contain the following Forms, duly completed and where applicable signed 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: Banker's Reference Letter

- 12) Form 11A: Code of Conduct (Supplier) Commitment Form
- 13) Form 12A: No Conflict of Interest Form
- 14) Brief Company Profile (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) 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*
- 17) Standard Letter of Engagement/Service Level Agreement
- 18) Any additional information the Proponent deems necessary.

## **B. Commercial (Financial) Proposal**

The Proponent’s Commercial Proposal shall detail an estimate of fees for the services to be provided which will form the basis of a fixed price contract 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.

The forms listed below must be completed and submitted with the Proponent’s Commercial Proposal:

- 1) Form 1B: Commercial 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.

## **C. Submissions And Due Date**

- Tender Box Submission

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 Commercial Proposal, by **26<sup>th</sup> April 2024 at 4:00 pm** addressed to:



RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

**PROPOSAL - FOR TTEITICS002**

**ASPPA#: 84111600**

**PROVISION OF CONSULTANCY SERVICES TO CONDUCT AN EITI AUDIT  
OF THE T&T EXTRACTIVE SECTORS**

**MINISTRY OF ENERGY AND ENERGY INDUSTRIES**

**1 WRIGHTSON ROAD**

**TOWER C**

**INTERNATIONAL WATERFRONT CENTRE**

**PORT OF SPAIN**

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]**

**[EMAIL ADDRESS]**

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.

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.

#### **D. Modification And Withdrawal Of Proposals**

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.

Submissions may be withdrawn by Proponents in keeping with the procedures in the solicitation document and shall be returned unopened to the Proponents. 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 proposal will be returned unopened to the Proponent.

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

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

### **14. OPENING OF PROPOSALS**

#### **A. Two Envelope Submissions**

After the deadline for submission of Proposals, only Proposals marked 'Technical Proposal' shall be opened. All Proposals marked 'Commercial Proposal' shall remain unopened and shall be date-stamped and set aside and subsequently lodged with the **Legal Department** for safekeeping. These Commercial Proposals shall be securely stored and shall only be opened, in accordance with the guidelines set out in the solicitation documents.

### **15. 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 forms, documents and supporting information requested in accordance with the Checklist of Documents to accompany the Proposal in the RFP document are included in the submission.

Failure to include key forms or information will render the submission incomplete and 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 (If Applicable)**

Each submission deemed substantially responsive during the preliminary examination stage and which meets the mandatory minimum criteria shall be subjected to a technical evaluation to ensure that the Proposal meets the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail (meet/does not meet) basis to determine whether the product being offered is fit for purpose.

**C. Qualifications Evaluation Criteria**

Proposals that are deemed acceptable following the evaluation of technical specifications stage will be evaluated against the pre-determined evaluation criteria and scoring system set out in Table 1 below.

**Table 1: Evaluation Criteria and Scoring System**

No .	Qualification Criteria	Max Score	Min Score
1.	Proven experience of the Proponent as evidenced by its number of years' experience and projects completed of a similar nature and complexity		
	a) Expertise and experience in the oil, gas and mining sectors in T&T, as well as adequate knowledge of the	25	50%

No .	Qualification Criteria	Max Score	Min Score
	upstream petroleum sector, taxation and public and private accounting in T&T. <b>(12 pts)</b> b) Expertise in accounting, auditing and financial analysis. <b>(5 pts)</b> c) A track record in similar work. Previous experience in EITI reporting is not required, but would be advantageous. <b>(5 pts)</b> d) Completion of a minimum of 3 projects in last 5 years <b>(3 pts)</b>		
2.	Methodology & Workplan a) Methodological approach to the assignment <b>(5 pts)</b> b) Effectiveness of work plan (risk assessment, planning, implementation, testing, training, support and handover) <b>(10 pts)</b> c) Proposed project milestones and timelines <b>(5 pts)</b> d) Approach to services (Understanding of Terms of Reference) <b>(10pts)</b>	30	50%
3.	Qualifications and experience of the key personnel to be assigned to the contract a) (Team Lead) A minimum of 10 years' experience in Accounting, Auditing, Taxation, Financial Analysis and Assurance Services with relevant and recognized professional accounting and auditing certifications and qualifications in the oil and gas sector <b>(20 pts)</b> b) Relevant IT qualifications and experience <b>(5 pts)</b>	25	50%
4.	Financial Capacity of the Proponent	5	50%
5.	Client References (from three Clients)	15	50%
	<b>Total</b>	<b>100</b>	<b>75</b>

#### D. Evaluation Of Commercial Proposals

The Proposals 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 scored at least **75 points** during the qualifications evaluation will be accepted for further evaluation.

In the case of two-envelope submissions, on completion of the qualifications evaluation, the Commercial Proposal of proponents that passed that stage of the evaluation process will be opened and evaluated. The Commercial Proposals of the Proponents that do not pass the qualification evaluation stage will be returned unopened after the contract has been awarded.

Quality and Cost Based Selection (QCBS) - Following the ranking of the Technical Proposals, when the selection is based on quality and cost, the Financial proposals of all Proponents whose Proposals were considered responsive and met the minimum qualifying technical core shall be opened as under RFP without Negotiation and RFP with Consecutive Negotiation procurement methods.

The Commercial 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' Commercial Proposals.

In the event of arithmetical errors, the following shall apply:-

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Ministry of Energy and Energy Industries there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Proposal.

## **16. 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. Negotiations will be conducted with the next ranked Proponent, and so on until the contract can be successfully negotiated.

#### **17. AWARD OF CONTRACT**

Following successful negotiations (if applicable) 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, a Notice of Decision to Award shall be issued in writing.

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.

#### **18. CHALLENGE PROCEEDINGS**

Unsatisfied Proponents may challenge procurement proceedings and the award of the procurement contract or file application for review in accordance with the provisions at Part V of the Public Procurement and Disposal of Public Property Act, 2015 (as amended).

An Application for Review under the Challenge Proceedings may be filed:-

- ☐ applications for review of the terms of solicitation, pre-qualification or pre-selection or of decisions or actions taken by a procuring entity in pre-qualification or pre-selection proceedings, prior to the deadline for presenting submissions; or
- ☐ during the Standstill Period; or
- ☐ where no standstill period has been applied, within seven working days after the publication of the notice of decision to award the contract.

### **Part C: Terms of Reference**

#### **Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors**

**RFP#: TTEITICS002**

## **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.

On March 1, 2023, the EITI assessed that Trinidad and Tobago scored 89 out of 100 points in its validation review and T&T received the highest score in LAC and the fourth highest score globally.

To date, T&T is one of 57 countries where the EITI Standard is being implemented.

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 and is a registered supplier/contractor with the [Office of Procurement Regulation \(OPR\)](#) is being sought to provide Independent Administrator/Consultant services in accordance with the [EITI Standard 2023](#).

The objectives of this assignment are to support the TTEITI MSG in strengthening disclosures in accordance with the EITI Standard, provide an assessment of the comprehensiveness and reliability of the disclosures, and support the TTEITI MSG in agreeing recommendations for strengthening government systems and natural resource governance.

The Independent Administrator/consultant is expected to:

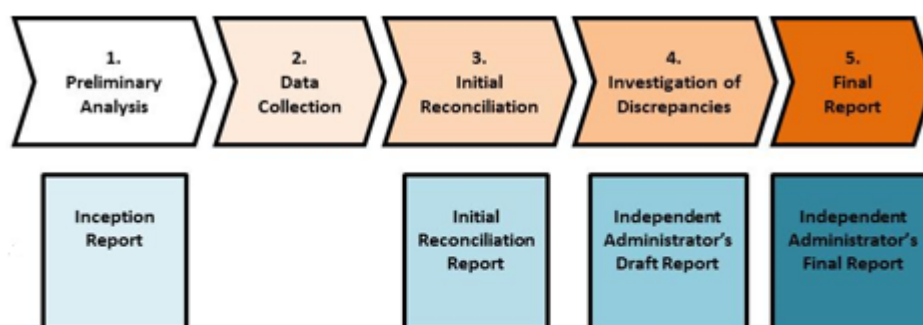
- Produce an EITI Report for Fiscal years 2023, 2024 and 2025 (respectively) in accordance with the EITI Standard.
- Integrate systematically disclosed information into EITI report and TTEITI website.
- Identify gaps in implementing 2023 Standard and offer recommendations to treat with changes.
-



### 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 - Preliminary analysis and inception report**

**Objective:** The purpose of the inception phase is to confirm that the scope of the EITI reporting process has been clearly defined, including the reporting templates, data collection procedures, and the schedule for publishing the EITI Report. The inception report ensures that there is a mutual understanding between the MSG and the Independent Administrator of the scope of the EITI Report and the work to be carried out.

The Independent 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, 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 The Independent Administrator should review the [scope proposed by the MSG](#) in annex 2 with a particular focus on the following:

- 1.2.1 Reviewing the comprehensiveness of the payments and revenues to be covered in the EITI Report as proposed by the MSG in Annex 1 and in accordance with EITI Requirement 4.
- 1.2.2 Reviewing the comprehensiveness of the companies and government entities that are required to report as defined by the MSG in Annex 1 and in accordance with EITI Requirement 4.1.
- 1.2.3 Supporting the MSG with identifying existing disclosures by companies and government entities reporting, collecting and maintaining information in accordance with the EITI Standard.
- 1.2.4 Supporting the MSG with examining the audit and assurance procedures 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.
- 1.2.5 Integrate data from reports on to TTEITI website, the Administrator should review the current platform and provide guidance.
- 1.2.6 Provide analysis on trends in revenue. Reference [past Reports](#) to unearth yearly trends and state the factors that would have contributed to the observed trends.
- 1.2.7 Provide written description and graphical illustration of system for verifying oil, gas and mining production and outline gaps and give recommendations to close gaps identified. Conduct review of production volumes and provide a trend analysis outlining reasons for trends.
- 1.2.8 Provide a macroeconomic analysis of T&T economy, outlining Government spending (current, capital and transfer & subsidies), the level of energy and non-energy employment, US foreign exchange reserves, debt etc.
- 1.2.9 Provide a narrative update on TTEITI revenue projection model and detail outcomes of different price and production scenarios in short, medium and long term.

1.2.10 Provide a summary and commentary on the system used by the Government agencies (i.e., MEEI, BIR and MOF's Investment Division) to track unaccounted revenues. Emphasis should be placed on answering questions on the procedure for ensuring that payments are received on a timely basis. Also, if payments are not made on time, what is the follow up action. Additionally, the mechanism to ensure that the correct amounts are paid.

Providing advice to the MSG on the reporting templates based on the agreed benefit streams to be reported and the reporting entities (1.1.1– 1.1.2 above). To view reporting templates [click here](#).

**1.3 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)).

**1.3.1 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.

**1.3.2 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 standards<sup>1</sup> 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.

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<sup>1</sup> 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.

- 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.

**1.3.3 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 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 <sup>2</sup>	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. <sup>3</sup> , and license holders in accordance with EITI Requirement 2.3. <sup>4</sup>	✓	✓
Any information requested by the MSG on contracts in		✓

<sup>2</sup> 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.

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

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

accordance with EITI Requirement 2.4 <sup>5</sup>		
Any information requested by the MSG on beneficial ownership in accordance with EITI Requirement 2.5 <sup>6</sup>	✓	✓
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. <sup>7</sup>	✓	✓
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.	✓	✓

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

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

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

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 2 – Data Collection**

Background: The purpose of the second phase of work is to collect the data for the EITI Report in accordance with the scope confirmed in the Inception Report. The MSG and Secretariat will provide contact details for the reporting entities and assist the Independent Administrator in ensuring that all reporting entities participate fully.

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

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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.



**2.5 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.

**2.6 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.

**2.7 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.

**2.8 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 3 – Initial Reconciliation (Data Analysis)**

Background: The Independent Administrator should compile a database with the payment and revenue data provided by the reporting entities, disaggregated by each individual project, company, government entity and revenue stream in accordance with Requirement 4.7.

The Independent Administrator should comprehensively reconcile the information disclosed by the reporting entities, identifying any discrepancies (including offsetting discrepancies) in accordance with the agreed scope and any other gaps in the information provided (e.g. assurances).

For conducting the data analysis, the Administrator shall:

**3.1 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](#).

**3.2 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.

#### **Phase 4 – Investigation of discrepancies and draft EITI Report**

Objective: The purpose of this phase is to investigate any discrepancies identified in the initial reconciliation, and to produce a draft EITI Report that compiles the contextual information, reconciles financial data and explains any discrepancies above the margin of error determined by the MSG, where applicable.

4.1 The Independent Administrator should contact the reporting entities to clarify the causes of any significant discrepancies or other gaps in the reported data, and to collect additional data from the reporting entities concerned.

4.2 The Independent Administrator should submit a draft EITI Report to the MSG for comment that comprehensively reconciles the information disclosed by the reporting entities, identifying any discrepancies, and reports on contextual and other information requested by the MSG. The financial data should be disaggregated by each individual project, company, government entity and revenue stream in accordance with Requirement 4.7. The draft EITI Report should:

- (a) describe the methodology adopted for the reconciliation of company payments and government revenues, and demonstrate the application of international professional standards
- (b) include a description of all revenue streams, related materiality definitions and thresholds (Requirement 4.1).
- (c) include an assessment from the Independent Administrator on the comprehensiveness and reliability of the (financial) data presented, including an informative summary of the work performed by the Independent Administrator and the limitations of the assessment provided.
- (d) indicate the coverage of the reconciliation exercise, based on the government's disclosure of total revenues as per Requirement 4.1(d).
- (e) 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 Independent 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.
- (f) 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.
- (g) include non-revenue information as per Requirement 2,3,5 and 6 and other information requested by the MSG. The contextual information should be clearly sourced in accordance with the procedures agreed by the Independent Administrator and the MSG. Where information is already being systematically disclosed, the Independent Administrator should clearly state where the information is publicly accessible.

4.3 Where previous EITI Reports have recommended corrective actions and reforms, the Independent Administrator should comment on the progress in implementing those measures. The Independent Administrator should make recommendations for strengthening regular, timely and comprehensive disclosures by government entities and companies in the future, including any recommendations regarding audit practices and reforms needed to bring them in line with international standards, and where appropriate, recommendations for other extractive sector reforms related to strengthening the impact of implementation of the EITI on natural resource governance.

**Phase 5 – Final EITI Report**

Background: The purpose of this phase is to ensure that the information disclosed 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 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 summarises the main points obtained from the collection and collating of data. 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 2023 to 2025 during which time three reports will be completed:

Fiscal 2023: October 2023-September 2024

Fiscal 2024: October 2024-September 2025

Fiscal 2025: October 2025-September 2026

### **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.
- f. The Consultant will be required by the TTEITI Steering Committee to include current information on revenues, production and any other requested data. This information is to be provided even if it is not reconciled. This is in an attempt to promote up-to-date data disclosure.

The schedule of payments shall be as follows:

10% following contract signing
15% following delivery of the Inception Report for fiscal 2023
50% following delivery of the Draft EITI Report for fiscal 2023

25% following TTEITI SC's approval and publication of the EITI Report for fiscal 2023
15% following delivery of the Inception Report for fiscal 2024
50% following delivery of the Draft EITI Report for fiscal 2024
35% following TTEITI SC's approval and publication of the EITI Report for fiscal 2024
15% following delivery of the Inception Report for fiscal 2025
50% following delivery of the Draft EITI Report for fiscal 2025
35% following TTEITI SC's approval and publication of EITI Report for fiscal 2025

### 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 & Energy Industries Provisions

The Ministry of Energy and Energy Industries will provide the vendor with the following:

### Annex 1 – Data Sheet on scope of services

#### 1. The taxes and revenues to be covered in the EITI Reports (Requirement 4.1)<sup>8</sup>

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



<b>Benefit stream</b>	<b>Commentary on work to be undertaken by the Administrator</b>
Property Tax	If Applicable
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:  • Production bonuses  • Training Fees • R&D Fees	All upstream extractive companies pay this to the Ministry of Energy and Energy Industries.

<ul style="list-style-type: none"> <li>• Administration Fees</li> <li>• Abandonment Provision – Payments into Environmental Escrow Account</li> <li>• PSCs Holding Fee</li> <li>• Technical assistance</li> <li>• Scholarships</li> </ul>	
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.

2. 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 Reporting Companies
1	Amoco Trinidad Gas BV Trinidad Branch
2	BP Trinidad and Tobago LLC Trinidad Branch
3	BP Exploration Operating Company Limited - Trinidad Branch
4	BP Alternative Energy Trinidad and Tobago Limited

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5	BP Trinidad Processing Limited
6	BG International Limited
7	Shell Trinidad and Tobago Limited
8	Shell T&T Investments Limited
9	Trinling Limited
10	BG 2/3 Investments Limited
11	Shell Gas Supply Trinidad Limited
12	Shell Trinidad Central Block Limited
13	Point Fortin LNG Exports Limited
14	Shell Trinidad and Tobago Limited
15	Shell Trinidad 5A Limited
16	Shell Trinidad and Tobago Resources SRL
17	Shell Trinidad Block E Limited
18	Shell Trinidad North Coast Limited
19	BHP Billiton (Trinidad-2C) Limited
20	BHP Billiton (Trinidad-3A) Limited
21	BHP Billiton Petroleum (Trinidad Block 14) Limited
22	BHP Billiton Petroleum (Trinidad Block 23A) Limited
23	BHP Billiton Petroleum (Trinidad Block 3) Limited
24	BHP Billiton Petroleum (Trinidad Block 5) Limited
25	BHP Billiton Petroleum (Trinidad Block 6) Limited
26	De Novo Energy Block 1A Ltd
27	EOG Resources Trinidad 4(A) Unlimited
28	EOG Resources Trinidad Limited
29	EOG Resources Trinidad- U(A) Block Limited
30	EOG Resources Trinidad U(B) Block Unlimited
31	Lease Operators Limited
32	The National Gas Company of Trinidad and Tobago
33	NGC E&P (Netherlands) B.V.
34	NGC E&P Investments (Netherlands) B.V.
35	NGC Pipeline Company Limited
36	Trinidad and Tobago LNG Limited
37	Perenco T&T Limited
38	Repsol Exploracion Tobago, SA
39	Primera Oil & Gas Limited
40	Touchstone Exploration (Trinidad) Ltd
41	Heritage Petroleum Company Limited

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42	Oilbelt Services Limited
43	Trinity Exploration and Production (Trinidad and Tobago) Limited
44	Trinity Exploration and Production (Galeota) Limited
45	Hydrocarb Trinidad Limited
46	CEG Inniss T&T Ltd
47	CEG Goudron Trinidad Limited
48	CEG Bonasse Trinidad Limited
49	CEG Icacos Trinidad Ltd
50	Petroleum Contracting Services Limited
51	A&V Oil & Gas Limited
52	National Quarries Company Limited
53	Lake Asphalt Trinidad & Tobago (1978) Limited
54	Hermitage Limestone Limited
55	Trinidad Cement Limited
56	F.W. Hickson & Co Ltd
57	Readymix W.I Limited
58	EMBD

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
1	National Quarries Company Limited
2	Lake Asphalt Trinidad & Tobago (1978) Limited
3	Hermitage Limestone Limited
4	Trinidad Cement Limited
5	F.W. Hickson & Co Ltd

6	Readymix W.I Limited
7	EMBD

#### 4. Additional commentary on scope

The materiality and inclusion of sub-national payments (Requirement 4.6) <sup>9</sup>	<p>Companies must disclose any direct payments made to sub-national levels of government (e.g. regional corporations etc.).</p> <p>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.</p> <p><a href="https://eiti.org/document/guidance-note-on-subnational-reporting">https://eiti.org/document/guidance-note-on-subnational-reporting</a></p>
The disclosure and reconciliation of payments to and from state-owned enterprises (Requirement 4.5) <sup>10</sup>	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 <sup>11</sup>	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.

<sup>9</sup> Guidance Note 10: Sub-national reporting, <https://eiti.org/document/guidance-note-on-subnational-reporting>

<sup>10</sup> Guidance Note 18: SOE participation in EITI Reporting, <https://eiti.org/GN18>

<sup>11</sup> Guidance Note 10: Sub-national reporting, <https://eiti.org/document/guidance-note-on-subnational-reporting>

	<a href="https://eiti.org/document/guidance-note-on-subnational-reporting">https://eiti.org/document/guidance-note-on-subnational-reporting</a>
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## **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](#)
- Findings from preliminary scoping work – [click here](#)
- [Previous EITI Reports](#)
- [Validation Reports](#)

Other relevant documentation (e.g. TTEITI SC Progress Reports)

- [TTEITI SC Progress Report](#)

## **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 Documents**

### **Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* a Company incorporated under the Companies Act Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago whose registered office is situate at ----- in the Island of Trinidad in the Republic of Trinidad and Tobago (hereinafter called the "Client") and, on the other hand, *[name of Consultant/Firm]* a Company incorporated under the Companies Act Chapter 81:01 of the Laws of the Republic of Trinidad and Tobago with its place of business situate at



----- in the Island of Trinidad in the aforesaid Republic (hereinafter called the “Consultant”).

*[Note: If the Consultant/Firm consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

## **WHEREAS**

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received public funds towards the cost of the consulting services;

**NOW THEREFORE** the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract. This Contract shall prevail over all other contract documents.

- a. Expression of Interest [list type of solicitation document], inviting suitable qualified firms for the [insert service]
- b. Addenda (if any)
- c. Consultant (Technical and Commercial Proposal)
- d. Notice of Acceptance
- e. Delivery Schedule
- f. Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts-Copies of CVs and academic qualifications

Appendix C: Breakdown of Contract Price/Milestone Billing Schedule

Appendix D: Form of Advance Payments Guarantee

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In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. *[The list and order of priority to be specified by the public body]*. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b. the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

***[Note to Consultant:*** For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

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**GENERAL CONDITIONS OF CONTRACT-TIME BASED**

<b>"A" GENERAL PROVISIONS</b>	
<b>1. DEFINITIONS</b>	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a. "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the <b>Special Conditions of</b>

	<p><b>Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p>b. “Client” means <i>[the implementing/ executing/procuring entity]</i> that signs the Contract for the Services with the Selected Consultant.</p> <p>c. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</p> <p>d. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influence improperly the actions of another party.</p> <p>e. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>f. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>g. “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</p> <p>h. “Day” means a working day unless indicated otherwise.</p>
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	<ul style="list-style-type: none"><li>i. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</li><li>j. "Fraudulent practice" is an act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit to avoid an obligation.</li><li>k. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</li><li>l. "GCC" means these General Conditions of Contract.</li><li>m. "Government" means the government of the Client's country.</li><li>n. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</li><li>o. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.</li></ul>
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	<p>p. "Local Currency" means the currency of the Client's country.</p> <p>q. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>r. "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>s. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>t. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>u. "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>v. "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. <b>Relationship Between the Parties</b>	<p>2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
3. <b>Law Governing Contract</b>	<p>3.1 This Contract, its meaning and interpretation, and the relation between the</p>

	Parties shall be governed by the Applicable Law.
4. <b>Language</b>	4.1 This Contract has been executed in the <b>English language</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. <b>Headings</b>	5.1 The headings shall not limit, alter or affect the meaning of this Contract.
6. <b>Communications</b>	<p>6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b>.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b>.</p>
7. <b>Location</b>	7.1 The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. <b>Authority of Member in Charge</b>	8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. <b>Authorized Representatives</b>	9.1 Any action required or permitted to be taken, and any document required or

	permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .
10. <b>Corrupt and Fraudulent Practices</b>	<p>10.1 The Government of Trinidad and Tobago requires that all parties involved in procurement proceedings and execution of such contracts observe the highest standard of ethics.</p> <p>10.2 For the purposes of this provision, offences of fraud and corruption are defined in legislation relating to corrupt activities in Trinidad and Tobago.</p> <p>10.3 A person who commits an offence under the Public Procurement and Disposal of Public Property Act, 2015 (as amended) or any other Act relating to corrupt activities in Trinidad and Tobago shall</p> <ul style="list-style-type: none"> <li>a. Be liable for conviction under the provision of Public Procurement and Disposal of Public Property Act, 2015 (as amended) or any other Act relating to corrupt activities in Trinidad and Tobago;</li> <li>b. Have their Proposal rejected if it is determined that the Proposal or Consultant is not in compliance with the provision of the Public Procurement and Disposal of Public Property Act, 2015 (as amended), the regulations or any other Act relating to corrupt activities in Trinidad and Tobago.</li> <li>c. risk any sanctions provided for in the Public Procurement and Disposal of Public Property Act,</li> </ul>
<b>Commission and Fees</b>	



	<p>2015 (as amended) or the Regulations.</p> <p>10.4 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, commission agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.</p>
<b>B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT</b>	
<b>11. Effectiveness of Contract</b>	11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>12. Termination of Contract for Failure to Become Effective</b>	12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, <b>by not less than twenty one (21) days written notice</b> to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of Services</b>	13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
<b>14. Expiration of Contract</b>	14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall

	expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
15. <b>Entire Agreement</b>	15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. <b>Modifications or Variations</b>	16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the consulting services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. <b>Force Majeure</b>	
a. <b>Definition</b>	<p>17.1 For the purposes of this Contract, "Force Majeure" shall mean any earthquake, volcanic eruption, landslide, flood (provided that the flooding shall reach or exceed the 100-year flood level; otherwise flooding shall not be eligible to constitute a Force Majeure Event), hurricane, cyclone, tornado or other catastrophic natural disaster; epidemic or plague; fire, explosion or radioactive or chemical contamination; and war, hostilities, belligerence, blockade, act of terrorism, sabotage, civil commotion, civil disturbances, riot, revolution, or insurrection [or any other event or circumstance], that in each case:</p> <p>a. is beyond the reasonable control of the Affected Party and its subconsultants or its other consultants and was not promoted, requested or caused by the Affected Party or any of</p>

<b>b. No Breach of Contract</b>	<p>its subconsultants or other consultants;</p> <p>b. is without fault or negligence on the part of the Affected Party or its subconsultant or other consultant and is not the direct or indirect result of a breach by the Affected Party or its subconsultant or its other consultant of any of its obligations hereunder;</p> <p>c. could not have been (including by reasonable anticipation) avoided or overcome by the Affected Party or its subconsultant or its other consultant acting in a reasonable, diligent and prudent manner; and</p> <p>d. directly prevents or delays the Affected Party in its performance of all (or part) of its obligations under this Contract.</p> <p>17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all</p>
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<p><b>c. Measures to be Taken</b></p>	<p>reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"><li>a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</li></ul>
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	<p>b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 &amp; 45.</p> <p><b>OPTIONAL INSERTION</b></p> <p>●Coronavirus Covid-19. The parties are aware that the global Coronavirus Covid-19 pandemic is occurring world-wide. Should the pandemic occur, during the term of this Agreement, the parties agree that the Force Majeure provisions shall be triggered, as set forth above. Additionally, the parties agree that they have amended their Policies and Procedures, as well as any agreements with subcontractors or independent contractors, to take into account such an event. Any forecast made by Buyer shall be considered null and void. The effective date of this Agreement may be extended by mutual agreement of the parties. The pricing from Supplier shall continue, in full force and effect, after the Force Majeure delay ends. Supplier shall not use the event to raise pricing or put buyer on allocation. Any warranty term for already delivered goods, or services provided, shall be extended for the period of force majeure. For items identified by Buyer as “mission critical”, “essential services” or goods or services related to governmental compliance, technology, where sole source justification has been established or services to be</p>
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	rendered remotely, Supplier shall not be excused from delivery pursuant to this event.
18. <b>Suspension</b>	18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period <b>not exceeding thirty (30) calendar days</b> after receipt by the Consultant of such notice of suspension.
19. <b>Termination</b>	19.1 This Contract may be terminated by either Party as per provisions set up below:
a. <b>By the Client</b>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</li> <li>b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go</li> </ul>

<p>b. <b>By the Consultant</b></p>	<p>into liquidation or receivership whether compulsory or voluntary;</p> <p>c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p> <p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p>
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	<ul style="list-style-type: none"> <li>b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</li> <li>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</li> </ul>
<p>c. <b>Cessation of Rights and Obligations</b></p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. <b>Cessation of Consulting Services</b></p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and</p>



<p><b>e. Payment upon Termination</b></p>	<p>orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p> <p>19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>a. payment for Services satisfactorily performed prior to the effective date of termination; and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;</li> <li>b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</li> </ul>
<p><b>“C” OBLIGATIONS OF THE CONSULTANT</b></p>	
<p>20. <b>General</b></p> <p>a. <b>Standard of Performance</b></p>	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery,</p>

<p>b. <b>Law Applicable to Services</b></p>	<p>materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p> <p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country (Trinidad and Tobago) when</p> <ul style="list-style-type: none"><li>a. as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or</li><li>b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country</li></ul>
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	<p>prohibits any import of goods from that country or any payments to any country, person, or entity in that country.[OPTIONAL INSERTION]</p> <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>21. Conflict of Interests</p> <p>a. <b>Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>	<p>21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore if the Consultant, as part of the consulting services has the responsibility of advising the Client on the procurement of good, works or services, the Consultant shall comply with the applicable policies of the Government of Trinidad and Tobago, and shall at all time exercise such responsibility in the best interest of the Client, Any discounts or commissions obtained by the Consultant in the exercise of</p>

<p>b. <b>Consultant and Affiliates Not to Engage in Certain Activities</b></p> <p>c. <b>Prohibition of Conflicting Activities</b></p> <p>d. <b>Strict Duty to Disclose Conflicting Activities</b></p>	<p>such procurement responsibility shall be for the account of the Client.</p> <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>22. <b>Confidentiality</b></p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make</p>

	public the recommendations formulated in the course of, or as a result of, the Services.
<b>23. Liability of the Consultant</b>	23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be provided by the Applicable Law.
<b>24. Insurance to be Taken out by the Consultant</b>	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
<b>25. Accounting, Inspection and Auditing</b>	<p>25.1 The Consultant shall keep, and cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant is advised that acts intended to materially impede the exercise of the Client's inspection and audit rights</p>

	provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.
26. <b>Reporting Obligations</b>	26.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. <b>Proprietary Rights of the Client in Reports and Records</b>	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b>.</p>

<p>28. <b>Equipment, Vehicles and Materials</b></p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
<p><b>“D” CONSULTANT’S EXPERTS AND SUB-CONSULTANTS</b></p>	
<p>29. <b>Description of Key Experts</b></p>	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p> <p>29.2 If required to comply with the provisions of Clause GCC 20(a), adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not</p>

	<p>alter the original time input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustment shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.</p> <p>29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a contract amendment.</p>
30. <b>Replacement of Key Experts</b>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
31. <b>Approval of Additional Key Experts</b>	<p>31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such</p>



	additional Key Experts shall be deemed to have been approved by the Client.
<b>32. Removal of Experts or Sub-consultants</b>	<p>32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive <i>[or obstructive]</i> practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<b>33. Replacement/Removal off Experts-Impact on Payments</b>	<p>33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<b>34. Working Hours, Overtime, Leave etc.</b>	<p>34.1 Working hours and holidays for Experts are set forth in <b>Appendix B</b>. To account for travel time to/from the Client's country,</p>

	<p>experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in <b>Appendix B</b>.</p> <p>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in <b>Appendix B</b>, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>
<b>"E" OBLIGATIONS OF THE CLIENT</b>	
<p>35. <b>Assistance and Exemptions</b></p>	<p>35.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</li> <li>c) Facilitate prompt clearance through customs of any property required for</li> </ul>

	<p>the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's (Trinidad and Tobago) country.</p> <p>f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>g) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<p>36. <b>Access to Project Site</b></p>	<p>36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for</p>

	any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
<b>37. Change in the Applicable Law Related to Taxes and Duties</b>	37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
<b>38. Services, Facilities and Property of the Client</b>	<p>38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b>, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.</p>

<p>39. <b>Counterpart Personnel</b></p>	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix F</b>, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof.</p> <p>39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
<p>40. <b>Payment Obligation</b></p>	<p>37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC Section F below</p>
<p style="text-align: center;"><b>“F” PAYMENTS TO THE CONSULTANT</b></p>	
<p>41. <b>Contract Price-Ceiling Amount</b></p>	<p>41.1 An estimate of the cost of the Services is set forth in <b>Appendix C</b> and <b>Appendix D</b>.</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the <b>SCC</b>.</p>

	<p>41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
<p>42. <b>Remuneration and Reimbursable Expenses</b></p>	<p>42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in <b>Appendix C</b> and <b>Appendix D</b>.</p> <p>42.3 Unless the <b>SCC</b> provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in <b>Appendix B</b>, (iii) the Consultant's profit, and (iv) any other items as specified in the <b>SCC</b>.</p> <p>42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable</p>

	remuneration rates and allowances are known.
43. <b>Taxes and Duties</b>	<p>43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p> <p>43.2 As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
44. <b>Currency of Payment</b>	44.1 Any payment under this Contract shall be made in the currency(ies) specified in the <b>SCC</b>
45. <b>Mode of Billing and Payment</b>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the <b>SCC</b>. Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in <b>Appendix E</b>, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the <b>SCC</b> until said advance payments have been fully set off.</p> <p>b) <u>The Itemized Invoices</u>. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the</p>

	<p>end of each time interval otherwise indicated in the <b>SCC</b>, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the <b>SCC</b>. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>d) <u>The Final Payment</u> .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be</p>
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	<p>repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>e) All payments under this Contract shall be made to the accounts of the Consultant specified in the <b>SCC</b>.</p> <p>f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
46. <b>Interest on Delayed Payments</b>	46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the <b>SCC</b> .
<b>“G” FAIRNESS AND GOOD FAITH</b>	
47. <b>Good Faith</b>	47.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>“H” SETTLEMENT OF DISPUTES</b>	
48. <b>Amicable Settlement</b>	48.1 The Client and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

	<p>48.2 If after twenty-eight (28) days[to amend days accordingly], the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior or after delivery of the goods under the contracts. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>48.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"><li>a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li><li>b) the Client shall pay the Consultant any monies due to the Consultant.</li></ul>
<b>49. Dispute Resolution</b>	<p>49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the <b>SCC</b>.</p>

## Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p><i>[Note: Designate the law of the [Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
4.1	The language is: <i>[insert the language]</i> .
6.1 and 6.2	<p>The addresses are:</p> <p>Client :</p> <p>Attention :</p> <p>E-mail :</p> <p>Consultant :</p> <p>Attention :</p> <p>E-mail :</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p>The Lead Member on behalf of the JV is <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i></p> <p>For the Consultant: <i>[name, title]</i></p>

11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><b>OR</b></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <i>[insert time period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be <i>[e.g.: ten]</i>.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <i>[insert time period, e.g.: twelve months]</i>.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes_____ No _____</p>

## **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

Form 11A: Sample Code of Conduct Commitment Form

Form 12A: No Conflict of Interest Declaration

Appendix I 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

RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

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.***

RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

**FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: (Client Organisation)

Sir:

We, the undersigned, offer to provide \_\_\_\_\_ *(name of services)* \_\_\_\_\_ 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 Commercial 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:

RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

**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"><li>- Description of services provided</li><li>- Contract Duration</li><li>- Number of professional and support staff assigned to the engagement</li></ul>	



RFP Ref#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

- |  |
|--|
| <ul style="list-style-type: none"><li>- Proposed and actual start and end dates</li><li>- Contract variance (amount and reasons)</li></ul> |
|--|

**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#: TTEITICS002

ASPPA#: 84111600

Request for Proposal Documents

RFP Name: Provision of Consultancy Services to Conduct an EITI Audit of the T&T Extractive Sectors

RFP Date: March 13th, 2024

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

---

**FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
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 degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Employment Record:**

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

---

**Languages:**

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

---

**Certification:**

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

\_\_\_\_\_  
[Signature of staff member and authorised representative of the firm]    Date: \_\_\_\_\_  
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	
Activity (Work) etc													
<i>Note: Provide a detailed listing of the tasks to be completed to 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 (Name of Public Body),** \_\_\_\_\_ with its Head Office located at \_\_\_\_\_ 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 (NAME OF THE PUBLIC BODY) 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 (NAME OF THE PUBLIC BODY) 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 (Name of the Public Body); or
- d) is not the subject of any prior or concurrent obligation of confidentiality owed to (Name of the Public Body) by the party disclosing or using the same or by any of its Agents to (Name of the Public Body); 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 (NAME OF THE PUBLIC BODY) 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 (NAME OF THE PUBLIC BODY) 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 *(NAME OF THE PUBLIC BODY)* 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 *(NAME OF THE PUBLIC BODY)*, 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 *(NAME OF THE PUBLIC BODY)*; 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 *(NAME OF THE PUBLIC BODY)* for the Contract, and any necessary correspondence, discussions or negotiations with the *(NAME OF THE PUBLIC BODY)* 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 *(NAME OF THE PUBLIC BODY)* 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*)) between the (*NAME OF THE PUBLIC BODY*) 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 (NAME OF THE PUBLIC BODY) 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 (NAME OF THE PUBLIC BODY) requests by notice in writing, to return forthwith the Material Information to the (NAME OF THE PUBLIC BODY) 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 (NAME OF THE PUBLIC BODY) 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*) 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 (*NAME OF THE PUBLIC BODY*) and the Contractor/Supplier/Consultant respectively.

For and on behalf of

(*NAME OF THE PUBLIC BODY*)

Signature.....

Name.....

Title.....

Date.....

Witness

Signature.....

Name.....

Title.....

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

Signature.....

Name.....

Title.....

Witness

Signature.....

Name.....

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) \_\_\_\_\_



**FORM 11A: SAMPLE CODE OF CONDUCT (SUPPLIER) COMMITMENT FORM**

(To be completed and signed by each Director, Manager, Senior Officer,  
Partner or other similar officer)

Name of RFP (Services to be Provided)

RFP Ref #: \_\_\_\_\_

RFP Date: \_\_\_\_\_

I ..... declare that I have read and fully understood the contents of the PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR ETHICAL CONDUCT FOR SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

I do hereby commit to abide by the provisions of the PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC PROPERTY ACT 2015 (AS AMENDED) AND THE GUIDELINES FOR ETHICAL CONDUCT FOR SUPPLIERS/CONTRACTORS IN PUBLIC, PROCUREMENT, RETENTION & DISPOSAL.

Binding ..

Name.....

(Company Seal/  
Rubber Stamp  
where applicable)

Signature.....

Position.....

Office address.....

Telephone.....

Email.....

RFP Ref#: \_\_\_\_\_)

*Name of RFP*

Request for Proposal Documents

*(Date)*

---

RFP Ref#: \_\_\_\_\_)

*Name of RFP*

Request for Proposal Documents

*(Date)*

---

**FORM 12A: NO CONFLICT OF INTEREST DECLARATION**

**B. Sample Forms – Commercial Proposal**

Form 1B: Commercial 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: COMMERCIAL 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 Commercial Proposals submitted in separate sealed envelopes). Our attached Commercial 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 Commercial 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 Commercial 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		

RFP Ref#: \_\_\_\_\_  
(RFP Name)

Request for Proposal Documents  
(Date)

**FORM 4B: BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____	
		—	
Names	Position	Input <sup>12</sup>	Amount
Regular staff			
Consultants			
Grand Total			_____

<sup>12</sup> 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.	(PLEASE SPECIFY)				
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					

RFP Ref#: \_\_\_\_\_)

*Name of RFP*

Request for Proposal Documents

*(Date)*

---

**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 \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Direct Tel No \_\_\_\_\_

Email Address \_\_\_\_\_

Co. Tel. No \_\_\_\_\_

Mobile Tel \_\_\_\_\_

**Appendix II**

## CLIENT REFERENCE FORM

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

<b>PART B (To be completed by the Proponent)</b>	
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

<b>PART C (To be completed by the Public Body)</b>					
<b>Performance Indicators (Please tick appropriate box)</b>	<b>Poor</b>	<b>Fair</b>	<b>Satisfactory</b>	<b>Very Good</b>	<b>Excellent</b>
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?					

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 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