



Government of the Republic of Trinidad and Tobago
Ministry of Public Utilities

**REQUEST FOR PROPOSALS : LEVEL ONE ENERGY AUDIT OF THE ATTORNEY
GENERAL AND LEGAL AFFAIRS (AGLA) TOWER**

RFP Date: Friday 15th September, 2023

*Address: AGLA Tower, Government Campus
Corner of London and Richmond Streets
Port of Spain*

RFP# 254365
Procurement No. 00620222023

Mandatory Site Visit – November 3rd 2023 at 10:00 am
Closing Date – November 17th, 2023 at 2:00pm

MINISTRY OF PUBLIC UTILITIES

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Part A: Letter of Invitation

Friday 15th September 2023

Dear Sir/Madam,

Re: *Level One Energy Audit of the Attorney General and Legal Affairs (AGLA) Tower*

Reference is made to the captioned matter.

The Ministry of Public Utilities (MPU) hereby invites Proposals for the *Execution of a Level One Energy Audit of the Attorney General and Legal Affairs (AGLA) Tower*. 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

Bidders are asked to email their acknowledgment to this RFP invitation using the *RFP Acknowledgement Form (Appendix I)* to Procurement@mpu.gov.tt by *Monday 6th November 2023, at 4:00pm (AST)*.

B. Submission of Proposal

One (1) original, one (1) hard copy and one (1) PDF copy on a flash drive or other electronic media, of the Technical Proposal and the Commercial Proposal must be placed into **separate sealed envelopes**, labelled in accordance with *Instructions to Bidders*, Clause 15 of the RFP documents, and delivered into the appropriately labelled Tender Box located at the address below, by **no later than: *Friday 3rd November 2023, 2:00pm (AST)***.

#1 Alexandra Place
Alexandra Street
St. Clair
Newtown,
190129

A Bidder requiring clarification of the contents of these RFP Documents must notify the *Ministry of Public Utilities (MPU)* in writing by email to the following email address Procurement@mpu.gov.tt.

The Bidder's requests for clarifications must be titled "QUERY – REQUEST FOR CLARIFICATION - LEVEL ONE ENERGY AUDIT OF THE AGLA TOWER". The request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received by no later than: Monday 6th November 2023, at 4:00pm (AST).

The *Ministry of Public Utilities* does not bind itself to accept the lowest cost or any proposal.

Yours respectfully,
The Ministry of Public Utilities
Permanent Secretary.

Checklist of Documents to Accompany the Proposal

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

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

Part B: Instruction to Bidders

1. INTRODUCTION

The Ministry of Public Utilities (MPU) in collaboration with the Ministry of the Attorney General and Legal Affairs, are seeking to engage a suitably qualified Firm with which it can enter into a contract for the *Execution of a Level One Energy Audit of the Attorney General and Legal Affairs (AGLA) Tower*.

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

Bidders 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 Bidder associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Bidder and shall not be chargeable in any manner to *MPU*.

2. BIDDERS' REPRESENTATIVE

Bidders must advise the *MPU* representative of the name, business address, telephone number and email address of an individual who is designated as the Bidder's representative for the purpose of this RFP.

3. CONFLICT OF INTEREST

Bidders shall not have a conflict of interest. Bidders shall hold the *MPU's* interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders 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 *MPU*.

Any Bidders who is found to have a conflict of interest with one or more parties in this RFP process shall be disqualified. A Bidders 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 *MPU* regarding this RFP process; or

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

In particular, any effort by Bidders to influence *MPU* in the process of examination, clarification, evaluation and comparison of Proposals will result in the rejection of the respective Bidder's bid.

In addition, proposals may be rejected if:

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

4. WAIVER AND ALLOCATION OF RISK

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

5. CONFIDENTIALITY

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

All information supplied by Bidders in response to this Request for Proposal shall be treated as confidential by *MPU*, unless disclosure is required by law.

6. MODIFICATION AND WITHDRAWAL OF BIDS

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

7. CHANGE TO PROPOSAL DOCUMENTS

Any clarification or change to these Proposal Documents, prior to the Closing date specified herein will be made only by written addenda issued by *MPU* to each potential Bidders collecting these Proposal documents as at the date the clarification or change was made.

MPU will not be held responsible for any interpretations made by Bidders 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 Bidders is required to acknowledge receipt of all addenda to *MPU* by email to Procurement@mpu.gov.tt.

8. CANCELLATION OF THE RFP PROCESS

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

9. BID REJECTION

Notwithstanding anything to the contrary which may be contained or implied in this RFP, the *MPU* 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. *MPU* reserves the right to reject any Proposal which is judged to be in violation of the spirit and intent of this RFP.

10. EVALUATION OF PROPOSALS

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

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

A. PRELIMINARY EXAMINATION

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

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

B. EVALUATION OF TECHNICAL SPECIFICATIONS

Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum criteria shall be subjected to a technical evaluation to ensure that the proposed *Level One Energy Audit of the Attorney General and Legal Affairs (AGLA) Tower*, meets the requirements outlined in the RFP documents. The technical evaluation shall be conducted on a pass/fail basis.

C. QUALIFICATIONS EVALUATION CRITERIA

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

Bidders are required to achieve a minimum score of not less than 50% of the points allocated for each evaluation criterion (to move forward to the next step), as well as not less than 75% of the aggregate score attainable, to be deemed technically qualified to be considered for the award of contract.

Table 1: Technical Evaluation Criteria and Scoring System

No.	Qualification Criteria	Max Score	Min Score
1.	Proven experience of the Bidders as evidenced by its number of years' experience and projects completed of a similar nature and complexity: <ul style="list-style-type: none"> a) Firm's experience in conducting Energy Audits (3 pts) b) Experience with conducting Energy Audits locally or regionally (3 pts) c) Firm's experience in providing energy conservation training (4 pts) d) Completion of a minimum of 2 projects in last 5 years (5 pts) 	15	50%
2.	Methodology <ul style="list-style-type: none"> a) Methodological approach to the assignment: <ul style="list-style-type: none"> o Scope Definition o Work Breakdown Structure (WBS) o WBS Dictionary o Scope Verification o Scope Control (15 pts) 	40	50%

No.	Qualification Criteria	Max Score	Min Score
	b) Effectiveness of work plan: (health and safety, COVID-19, risk assessment, contingency, quality assurance, planning, implementation, testing, training, report and presentation submission) (10 pts) c) Proposed project milestones and timelines <ul style="list-style-type: none"> o Activity definition o Activity Sequencing (using graphical tools such as Network Diagrams), o Activity resource estimating o Activity Duration Estimation o Schedule development (using tools such as Gantt Charts and Milestone Charts) (15 pts) 		
3.	Qualifications and experience of the key personnel to be assigned to the contract <ul style="list-style-type: none"> a) Bachelor's Degree in Engineering with specialized training in energy efficiency audits (2 pts) b) Certification in one of the following or its equivalent: <ul style="list-style-type: none"> • ASHRAE Building Energy Assessment Professional (BEAP); • ASHRAE Commissioning Process Management Professional (CPMP); • Association of Energy Engineers Certified Energy Manager (CEM); • Association of Energy Engineers Existing Building Commissioning Professional (EBCP); • Association of Energy Engineers Certified Building Commissioning Professional (CBCP) • Energy Management Professional (EMP) • ACG's CxA Certification (3 pts) c) Demonstrated experience in energy auditing with at least 2 years conducting comprehensive energy audits (3 pts) 	15	50%
4.	Energy Conservation Awareness Training & Knowledge Transfer Plan <ul style="list-style-type: none"> a) Training Plan for occupants of AGLA Tower (15 pts) b) Preparation of Energy Conservation Awareness Marketing Material (posters, flyers etc.) to be displayed within the AGLA Tower. (5 pts) 	20	50%
5.	Client References <ul style="list-style-type: none"> a) Written references signed by at least two clients 	10	50%
	Total	100	75%

D. EVALUATION OF COMMERCIAL PROPOSALS

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

The Commercial Proposal of all Bidders 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 Bidders' Commercial Proposals. In the event of discrepancies between words and figures, the written words will prevail. In the event of discrepancies between unit prices and total amounts, unit prices will prevail.

Table 2: Commercial Evaluation Criteria and Scoring System

No.	Qualification Criteria	Max Score	Min Score
1.	Price a) Payment Schedule (20 pts) b) Financial Capability (20 pts) c) Price (60 pts)	100	75%
	Total	100	75%

11. NEGOTIATION OF CONTRACT

MPU reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked Bidders to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for *MPU* to achieve best value for money. Should negotiations with the top-ranked Bidders fail, the discussions would be formally terminated. The Commercial Proposal of the next ranked Bidders will be opened and evaluated. Negotiations will be conducted with the next ranked Bidders, and so on until the contract can be successfully negotiated.

12. AWARD OF CONTRACT

The contract will be executed following successful negotiations with the top-ranked, or subsequent Bidders, and the fulfilment of *MPU's* requirements for the creation of binding legal relations, including its internal approval process.

The successful Bidders and *MPU* shall make every effort to execute the formal contract within fourteen (14) days from the date of the Letter of Award.

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

13. PROPOSAL REQUIREMENTS

All Proposals must be made in accordance with the instructions/specifications given herein. The Technical Proposal Forms and Commercial Proposal Forms are to be completed, duly signed and/or notarised by the Bidder'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 Bidders failing to achieve maximum scores during the evaluation of Proposals.

A. Technical Qualification Proposal

The Technical Proposal shall contain the following Forms, duly completed and where applicable signed and notarised by the Bidder's Authorised Representative, and other documents required to provide evidence of the Bidder'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 *MPU*
- 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: Bidder's Declaration Form
- 10) Form 9A: Confidentiality Agreement
- 11) Form 10A: Sample Banker's Reference Letter
- 12) Brief Company Profile (if applicable)
- 13) Certificate of Incorporation and (where applicable continuance) pursuant to the Companies Act 1995, as amended
- 14) Certificate of Registration (if applicable)
- 15) Copy of the completed Return of Beneficial Interest in the Shares of a Company Form (Form 45 of the Companies Act, Chapter 81:01 (Section 337C(6), 337D)) (where applicable)
- 16) Copy of Income Tax and Value Added Tax Clearance valid as at the deadline date for submission of proposals, or a letter of exemption from the Board of Inland Revenue
- 17) Copy of National Insurance Scheme Compliance Certificate valid as at the deadline date for submission of Proposals, or a letter of exemption from the National Insurance Board

- 18) Audited Financial Statements or Management Accounts signed by the Company's directors for the financial years (2018, 2019, 2020)
- 19) Statement of compliance with the OSH Act 2004 (as amended) in the form of OSH requirements and OSH Policy Statement, as applicable
- 20) Statement of compliance with the Minimum Wages Act 1998 and any amendments thereto. *Refer to Form 8A – Bidder's Declaration Form*
- 21) Disclosure of any or all criminal or civil matters that the Bidders has had for the past ten (10) years. *Refer to Form 8A – Bidder's Declaration Form*
- 22) Sample Letter of Engagement/Service Level Agreement
- 23) Any additional information the Bidders deems necessary.

B. Commercial Proposal

The Bidder's Commercial Proposal shall detail an estimate of fees for the services to be provided which will form the basis of a fixed contract price between the parties. Fees for any additional projects and/or services must be mutually agreed upon by the Bidders and MPU prior to the commencement of any such project and/or services.

14. PREPARATION AND SUBMISSION OF PROPOSALS

The Bidders shall bear all costs associated with the preparation and submission of its Proposal and MPU 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 Bidders and all correspondence and documents exchanged shall be written in the English Language.

The Proposal shall be signed by the Bidders 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 Bidder's duly authorised representatives.

Proposals should be as thorough and detailed as possible so that MPU may properly evaluate the bidder's capabilities to provide the required services. **The Technical and Commercial Proposals shall be submitted in separate, sealed envelopes.**

A. Technical Proposal Submission

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

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

B. Commercial Proposal Submission

The forms listed below must be completed and submitted with the Bidder's Commercial Proposal:

- 1) Form 1B: Commercial Proposal Submission Form
- 2) Form 2B: Price Schedule
- 3) Form 3B: Breakdown of price per activity

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

15. SUBMISSIONS AND DUE DATE

The Bidder 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 *Friday 3rd November, 2023* addressed to:

Proposal – For *Level One Energy Audit of the Attorney General and Legal Affairs (AGLA)
Tower
Permanent Secretary
The Ministry of Public Utilities
#1 Alexandra Place
Alexandra Street
St. Clair
Newtown, 190129*

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 BIDDER]
[ADDRESS]
[CONTACT PHONE NUMBERS]

The Dimensions of the Proposal Box's slot opening is $15\frac{3}{8}$ " X $3\frac{1}{4}$ " Bidders 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 *MPU*, may at its sole discretion, extend the deadline stated above by issuing an amendment, in which case all Bidders would be notified in writing and shall therefore be subject to the new deadline as extended.

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

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-stamp and set aside and subsequently lodged with the **Procurement Unit** for safekeeping. These Commercial Proposals shall be securely stored in a locked Tender Box and shall only be opened, in accordance with the guidelines set out in the solicitation documents.

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

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

16. VALIDITY PERIOD

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

Part C: Terms of Reference

CONTRACTOR SERVICES FOR THE EXECUTION OF A LEVEL ONE ENERGY AUDIT OF THE AGLA TOWER

1. BACKGROUND

The Ministry of Public Utilities (MPU) has continued its efforts to implement Energy Conservation and Energy Efficiency (EC&EE) initiatives in fulfilment of its mandate in the EC&EE Policy and Action Plan. This project is part of the overall EC&EE drive to reduce overall greenhouse gas (GHG) emissions by 15% by the year 2030; thus embracing a low carbon future.

In this regard, the Ministry of Public Utilities (MPU) will be the “Awarding Authority” for this Request for Proposals. The Level One Energy Audit project is designed to ensure there is a reduction in electricity consumption of the AGLA Tower and to instill behavioural change in the occupants through Energy Conservation Awareness Training.

2. OBJECTIVES OF THE REQUEST FOR PROPOSAL

MPU wishes to enter into a contract with a suitably qualified and resourced service provider capable of providing energy auditing services for the Attorney General and Legal Affairs (AGLA) Tower, Government Campus Plaza, Corner of London and Richmond Streets, Port of Spain. The project involves a Level One Energy Audit of the AGLA Tower, which entails identification and evaluation of energy saving opportunities for the building. The results of this audit evaluation exercise will be used to identify and implement an effective energy management and efficiency opportunities at the building. Energy Conservation Awareness Training and capacity building sessions will also be conducted for occupants, to ensure energy conservation measures employed are being effectively maximized.

The desired outcomes of this project are to:

- Reduce electricity consumption of the AGLA Tower, thereby reducing GHGs and electricity cost.
- Stimulate behavioural change and a paradigm shift towards energy management, energy conservation and energy efficiency through awareness training of occupants of AGLA Tower.
- Remain within the Awarding Authority’s Public Sector Investment Programme (PSIP) budget. It should be noted that for obvious reasons, to avoid the Awarding Authority’s influence on the bid submissions, the PSIP limit cannot be disclosed. Bids above the PSIP limit will not be considered.

RFP Timeline

The timeline of this project will be based on the major milestone dates for this RFP process as shown in Table 1 below. The Awarding Authority may adjust the schedule at its discretion.

Table 1: Major milestone dates for RFP.

Event	Target Dates
RFP Issued	September 15 th 2023
RFP Questions Due No Later Than	November 6 th 2023
Mandatory Site Visit/Review of AGLA Tower	November 3 rd 2023 at 10:00am, AGLA Tower
Closure of RFP Bids	November 17 th 2023

Site Visit prior to submission of Proposal

- The day of the site visit will be articulated on the advertisement. All Bidders **MUST ATTEND** the site visit as a requirement of the bidding process. Failure to, Bidders will be denied eligibility.
- Before submitting a proposal, Bidders must ascertain the size, labour and equipment requirements to conduct the energy audit based on site visit findings.

3. SCOPE OF SERVICES

The Scope of the project is as follows:

The bidder should be reminded that the final study should provide raw data and analysis that will justify the implementation of energy efficient measures or projects without the need for any additional future data collection and analysis. The AGLA, MPU and other stakeholders reserve the right to not accept the study if this overarching criteria is not met.

- A. Development of a detailed work plan for implementation of the Level One Energy Audit and Energy Conservation Training in the AGLA Tower. The Level One Energy Audit methodology must meet international standards (e.g. ASHRAE). Benchmark the proposed methodology with international standards and best practices for Level 1 energy audits.
- B. Preparatory activities
 - Interview key energy and facilities management personnel with responsibility for the facilities at AGLA Tower, to collect essential information relating to the energy practices in AGLA Tower.
 - Review the electricity bills for AGLA Tower for at least one year.
 - Record the energy consumption of major equipment at the AGLA Tower. This includes but not limited to lighting, space cooling and office equipment.

- Segment the AGLA Tower energy demand and use by end-use applications (e.g. light and space cooling).
 - Identify and rank energy efficiency measures and technology adoption options in terms of the greatest opportunity for energy efficiency gains and cost. Other metrics can also be used in the ranking of the energy efficiency measures.
 - Develop a management program of energy conservation for the facility.
 - Identify baseline indices and targets.
 - Develop a measuring, reporting and verification (MRV) methodology
 - Identify energy savings opportunities (ESOs).
 - Provide a Cost Benefit Analysis (CBA) for recommended ESOs in the AGLA Tower as compared to the existing or Business as Usual (BaU) scenario. The CBA shall include new equipment (e.g. infrastructure retrofits, scheduling of equipment operation) and estimated labour cost.
- C. Capacity building and behavioural change
- Provide training and capacity building sessions for occupants of the AGLA Tower to ensure maximization of energy conservation measures and the introduction of behavioural change.
 - Provide digital media material to be used by the AGLA and the MPU for public awareness and capacity building related to energy efficiency in buildings.
 - Conduct and share the results of a training evaluation survey that assesses the quality and depth of the training provided.
- D. Monitoring and measurement of results
- Monitor and measure data obtained from the energy audit and estimate potential financial savings from ESOs and energy awareness activities (format of the report to be agreed).
 - Produce a Final Report and presentation with main results, recommendations for ESOs, and lessons learned from the Energy Audit project.

Provide the MPU with **ALL** raw data that has been collected and logged, including technical and non-technical data (interviews and surveys), in Excel format. The data should be formatted, structured, and labelled to allow for ease of use. The MPU will reject raw data that is not clearly formatted and labelled. It should be noted that Bidders will NOT be absolved from acquiring the necessary information that the site visit affords.

4. MPU'S PROVISIONS

The *MPU* will liaise with the Ministry of Attorney General and Legal Affairs (AGLA) to provide the vendor with the following:

1. Access to the AGLA Tower for the site visit
2. Electricity consumption data for AGLA Tower
3. Access to the AGLA Tower to conduct the energy audit
4. Access to the AGLA Tower to collect energy audit data obtained from the energy audit

5. MINIMUM QUALIFICATIONS OF THE BIDDER

The preferred Contractor must be able to demonstrate a minimum level of certification and experience as follows:

1. Business/Company must be a registered company/business in Trinidad and Tobago or abroad.
2. Business/Company must have at least two (2) years' experience with conducting comprehensive Energy Audits locally, regionally and/or internationally.
3. Business/Company must have completed a minimum of 2 projects in the last 5 years.
4. One or more employees of the Business/Company must have specialized training and/or certification in energy auditing.

Part D: Draft Contract

REPUBLIC OF TRINIDAD AND TOBAGO

THIS AGREEMENT is made in triplicate this _____ day of _____ 202__
BETWEEN NICOLETTE DUKE Permanent Secretary (Ag.), Ministry of Public Utilities, having its Head Office situated at #1 Alexandra Street, St Clair, Newtown, 190129 in the island of Trinidad and Tobago (hereinafter referred to as "the Permanent Secretary" which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Ministry) acting herein for and on the behalf of the Government of the Republic of Trinidad and Tobago and hereinafter referred to as "the Contractor") of the Other Part, having its principal office located at _____.

WHEREAS:

(i) The Permanent Secretary wishes to have the Contract for Energy Auditing Services of the AGLA Tower.

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. APPENDICES TO AGREEMENT

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

Appendix 1: Terms of Reference

Appendix 2: Proposal

Appendix 3: Deliverables and Payment

Appendix 4: Activity and Time Schedule

Appendix 5: Letter of Award dated _____

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

2. TERM

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

3. MODIFICATION

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

4. PAYMENT

A. Schedule of Payments

4.1 The MPU shall pay the Contractor in accordance with the schedule of payments agreed between the Parties to the contract.

B. Payment Conditions

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

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

5. PROJECT ADMINISTRATION

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

6. DELIVERABLES

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

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

7. INDEPENDENT CONTRACTOR STATUS

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

8. INTELLECTUAL PROPERTY

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

9. OWNERSHIP OF MATERIAL

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

10. PERFORMANCE STANDARDS

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

11. COMPLIANCE WITH INSTRUCTIONS

The Contractor shall comply with all reasonable instructions of the Permanent Secretary regarding the requirements of the Permanent Secretary under the Agreement.

12. PROHIBITION OF CONFLICTING ACTIVITIES

The Contractor:

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

13. CONFIDENTIALITY

The Contractor:

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

14. INDEMNIFICATION

The Contractor shall defend, indemnify, protect and save harmless the Permanent Secretary and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Contractor, its agents, employees and representatives in the performance of services, including but not

limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

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

15. PROVISION OF SERVICES AND FACILITIES

The Permanent Secretary shall:

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

16. FORCE MAJEURE

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

17. TERMINATION

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

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

17.3 The Permanent Secretary may terminate this Agreement for convenience at any time, upon not less than thirty (30) days prior written notice to the Contractor. Upon such termination, the Permanent Secretary will be liable to the Contractor for payment of (i) all fees payable for deliverables accepted by the Permanent Secretary to date of such termination, (ii) all fees payable for the work-in-progress, as demonstrated to the reasonable satisfaction of the Permanent Secretary, on a time and material basis; and (iii) such other costs of the Contractor, demonstrated to the reasonable satisfaction of the Permanent Secretary to be directly related to the winding down of the Services and work which are being terminated.

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

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

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

18. INSURANCE

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

19. CONTRACTOR'S ACTIONS REQUIRING PERMANENT SECRETARY'S PRIOR APPROVAL

The Contractor shall obtain the Permanent Secretary's prior approval in writing before taking any of the following actions:

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

20. ASSIGNMENT

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

21. LAW GOVERNING AGREEMENT AND LANGUAGE

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

22. CONSEQUENCES OF CHANGE IN THE APPLICABLE LAW

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

23. SURVIVAL OF PROVISIONS

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

24. WAIVER

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

25. NOTICES

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

The Permanent Secretary:

Contractor:

26. DISPUTE RESOLUTION

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

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.

27. MISCELLANEOUS

In any arbitration

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

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

Signed by:

Signed by:

For and on behalf of the within named
Permanent Secretary

For and on behalf of the within named
Contractor

In the presence of:

In the presence of:

.....
Witness

.....
Witness

.....
Address

.....
Address

.....
Occupation

.....
Occupation

Part E: Sample Forms

A. Sample Forms - Technical Proposal

Form 1A:	Technical Proposal submission form.
Form 2A:	Bidder'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:	Bidder's Declaration Form
Form 9A:	Confidentiality Agreement
Form 10A:	Sample Banker's Letter
Appendix 1	RFP Acknowledgement Form
Appendix 2	Client Reference Form

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

FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM

[Address, Date]

To: The Ministry of Public Utilities
#1 Alexandra Place
Alexandra Street
St. Clair
Newtown, 190129

Sir:

We, the undersigned, offer to provide _____ [Energy Auditing Services](#) _____ in accordance with your Request for Proposal dated [Friday 15th September 2023](#) and subsequent Addenda I. 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:

FORM 2A: BIDDER'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 **Energy Auditing Services** over the past three (3) years. Bidders are advised that all fields must be completed, as the information provided therein is required to ensure the achievement of maximum points during the evaluation of Proposals.

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

FORM 3A: COMMENTS AND SUGGESTIONS OF BIDDERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE MINISTRY OF PUBLIC UTILITIES.

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.

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

FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe 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.

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

Full name of staff member: _____

Full name of authorised representative: _____

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

A. Project Plan / Time Schedule

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

FORM 8A: BIDDER'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 in triplicate this _____ day of _____ 20____ **BETWEEN NICOLETTE DUKE** Permanent Secretary (Ag.), Ministry of Public Utilities, having its Head Office situated at #1 Alexandra Street St Clair, Newtown, 190129 (hereinafter referred to as "the Permanent Secretary" which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Ministry) acting herein for and on the behalf of the Government of the Republic of Trinidad and Tobago and.....
.....
..... (hereinafter referred to as "the Contractor") of the Other Part.

1. The *MPU* is considering seeking Proposals in anticipation of awarding a Contract (hereinafter called the "Contract") for the provision of Energy Auditing Services.
2. The Contractor 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 *MPU*" means the Ministry of Public Utilities

"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 *the MPU*; or
 - d) is not the subject of any prior or concurrent obligation of confidentiality owed to *MPU* by the party disclosing or using the same or by any of its Agents to *MPU*; 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 *MPU* and the Contractor or any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to *MPU* to or by the Contractor 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 *MPU* or the Contractor.

"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, 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's undertakings

2. In consideration of the undertakings by the *MPU*, the Contractor 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 *MPU*; 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 *MPU* for the Contract, and any necessary correspondence, discussions or negotiations with the *MPU* in anticipation of the award of such Contract;
 - ii. the proper performance and observance of the Contract, if awarded to the

Contractor 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 in clause 2 hereof and subject to clause 5 hereof, the *MPU* undertakes during the Relevant Period: -
 - a) to invite the Contractor to submit a Proposal for the Contract and to make available to the Contractor any Information, including Material Information that the *MPU* may consider necessary to enable the Contractor to prepare and submit the Proposal and to perform the Contract if awarded to the Contractor;
 - b) not to disclose any Material Information disclosed by or obtained from the Contractor 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 may disclose any Material Information disclosed by or obtained from the *MPU* to any of its Agents for a purpose or purposes for which the Contractor is entitled to use the same, provided that the Contractor 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 as if party themselves to the Agreement; and

- ii. if so requested by the *MPU* 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 *MPU* between the *MPU* 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 receives from the *MPU* 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 is not proceeded with; or
 - c) the Contract, if awarded to the Contractor, is substantially completed or terminated early or abandoned; or
 - d) for any other reason the Contractor does not or is unlikely to have any further need of the Material Information

Then the Contractor undertakes, if the *MPU* requests by notice in writing, to return forthwith the Material Information to the *MPU* 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 or any of its Agents and to certify in writing to the *MPU* that any destruction requested has been carried out, provided that:-

- i. The Contractor 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 as formal documentation;
- ii. The Contractor shall not be obliged to return or destroy or procure the destruction of any Material Information, which the Contractor 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 does not return or destroy or procure the destruction of the Material Information, the Contractor undertakes without delay to send to the *MPU* a statement in writing giving particulars of:
 - a) the Material Information concerned;

- b) the reasons why the Contractor considers it to be formal documentation;
 - c) The Contractor's reasons for not returning or destroying the same or procuring the destruction thereof.
- iv. The Contractor 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 *MPU* 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's Agents, the Contractor undertakes to do everything in its power to procure any action on the part of its Agents to enable the Contractor 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 *MPU* and the Contractor 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 *MPU* and the Contractor respectively.

For and on behalf of

MPU

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

Witness

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

For and on behalf of CONTRACTOR [Name]

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

Witness

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

FORM 10A: SAMPLE BANKER'S REFERENCE LETTER

Date:

PRIVATE AND CONFIDENTIAL

*Ministry of Public Utilities
#1 Alexandra Place
Alexandra Street
St. Clair
Newtown, 190129*

Dear Sir/Madam:

(Name of company)

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

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

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

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

Yours faithfully

(Signature) _____

(Position) _____

B. Sample Forms – Commercial Proposal

Form 1B: Commercial Proposal Submission Form.

Form 2B: Summary of Costs.

Form 3B: Breakdown of price per activity.

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

Note: The Bidders 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 Bidder's submission not being further considered.*

FORM 1B: COMMERCIAL PROPOSAL SUBMISSION FORM

[Address, Date]

To: Ministry of Public Utilities
#1 Alexandra Place
Alexandra Street
St. Clair
Newtown, 190129

Dear Madam:

We, the undersigned, offer to provide *Energy Auditing Services* in accordance with your Request for Proposal dated 15th September 2023 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) days)** 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

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

FORM 3B: BREAKDOWN OF PRICE PER ACTIVITY

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

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

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

Appendix I

RFP ACKNOWLEDGEMENT FORM

*Ministry of Public Utilities
#1 Alexandra Place
Alexandra Street
St. Clair
Newtown, 190129*

ATTENTION: Permanent Secretary

Dear Permanent Secretary/Madam,

Subject: Request for Proposal for *Level One Energy Audit at AGLA Tower*

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) days)** from the closing date for the submission of the RFP.

Yours Faithfully

Signature _____

Date _____

Name _____

Title _____

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

Signature _____

Date _____

Name _____

Direct Tel No _____

Title _____

Email Address _____

Company _____

Co. Tel. No _____

Company _____

Mobile Tel _____

Address _____

Appendix II

CLIENT REFERENCE FORM

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

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

Signature (Bidder's Duly Authorised Representative): _____

Date

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

General comments:

.....

Signature (Evaluation Committee Member(s)): _____

Date