

**RFP 2601SECSER**

**REQUEST FOR PROPOSAL  
FOR  
THE PROVISION OF CORPORATE  
SECRETARIAL SERVICES**



**NATIONAL INVESTMENT FUND**  
HOLDING COMPANY LIMITED

LEVEL 2 ERIC WILLIAMS FINANCIAL BUILDING INDEPENDENCE SQUARE PORT OF SPAIN

Tel: 612-9700 Ext 1209

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**SECTION 1**  
**LETTER OF INVITATION**



**NATIONAL INVESTMENT FUND**  
HOLDING COMPANY LIMITED

January 12 2026

**LETTER OF INVITATION**

**REQUEST FOR PROPOSAL FOR CORPORATE SECRETARIAL SERVICES**

**REF. NO: RFP 2601SECSER**

The National Investment Fund Holding Company Limited (NIF) hereby invites Proposals from eligible Respondents for the Provision of Corporate Secretarial Services.

**Submission of Proposal**

You are invited among others to submit a proposal in accordance with the following documents as attached:

- RFP – Ref. No.: RFP2601SECSER
- Response Forms
  - ✓ Response Form 1
  - ✓ Response Form 2

Proposals are to be submitted by emailing a complete Proposal to [nif@gov.tt](mailto:nif@gov.tt) with the subject “**RFP2601SECSER Proposal Submission**” by **3:00 p.m. February 27 2026**.

**Request for Clarification**

Respondents requiring clarification of the contents of this RFP must notify NIF in writing by emailing [nif@gov.tt](mailto:nif@gov.tt) with the subject “**Query – Request for Clarification RFP2601SECSER**”. The request must be specific, must refer to the Proposal, specific section and clause and must be sequentially numbered. Inquiries must be received by **3:00 p.m. February 20 2026**.

NIF will not defray any cost incurred by Respondents during the preparation and/or submission of their Proposals.

The National Investment Fund Holding Company Limited does not bind itself to accept the lowest cost or any proposal.

For and on behalf of the  
**The National Investment Fund Holding Company Limited**

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**SECTION 2**  
**INSTRUCTIONS TO RESPONDENTS**

## 1. INTRODUCTION

The National Investment Fund Holding Company Limited (NIF) is seeking to engage a suitably qualified Firm or Individual for the Provision of Corporate Secretarial Services. Respondents are hereby invited to submit a Proposal which includes both technical and financial aspects of the proposal. The Proposal will form the basis for contract negotiations and ultimately for a signed agreement.

Respondents 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 Respondent associated with preparation of Responses and/or participation in this RFP are entirely the responsibility of the Respondent. NIF shall in no way be responsible or liable for these costs regardless of the outcome of the bidding process.

## 2. WAIVER AND ALLOCATION OF RISK

The Respondent 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 Respondent who submits a Proposal to NIF is deemed to have released NIF 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 Respondent 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 to prepare and submit its Proposal.**

## 3. CONFIDENTIALITY

All information supplied by NIF in connection with this RFP shall be treated as confidential by the Respondent 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 Respondent in response to this RFP shall be treated as confidential by NIF unless disclosure is required by law.

## 4. REQUEST FOR PROPOSAL DOCUMENT

4.1 The following seven (7) sections comprise the whole of the RFP document:

- (i) Section 1: Letter of Invitation
- (ii) Section 2: Instructions to Respondents
- (iii) Section 3: Terms of Reference
- (iv) Section 4: Response Forms – Part 1 – Administrative Compliance
- (v) Section 5: Response Forms – Part 2 – Technical Conformance and Financial Submission
- (vi) Section 6: Conformance Checklist
- (vii) Section 7: Code of Ethics

- 4.2 The Respondent is expected to become familiar with all the terms, forms, conditions, and instructions contained in the RFP Document. Failure to furnish the required information or to follow the instructions may lead to the Proposal being deemed **not substantially responsive**. Under such circumstances the Proposal may be rejected.

**5. CLARIFICATION OF RFP DOCUMENT**

- 5.1 A prospective Respondent requiring any clarification of the RFP Document or additional information may do so in writing by sending an email to [nif@gov.tt](mailto:nif@gov.tt) with the subject “**Query – Request for Clarification RFP2601SECSE**R”.
- 5.2 The request must be specific, must refer to the Proposal, specific section and clause and must be sequentially numbered.
- 5.3 Inquiries must be received by **3:00 p.m. February 20 2026**.
- 5.4 NIF will respond to such requests via email no later than **February 24 2026**.
- 5.5 All responses will be circulated to all prospective Respondents. The source of the enquiry will not be identified.

<b>Procurement Schedule</b>	<b>Proposed Dates</b>
Invitation Date	January 12 2026
Final day for Submission of Queries	February 20 2026
Submission of Responses to Queries	February 24 2026
Closing Date	February 27 2026

**6. AMENDMENT OF RFP DOCUMENT**

- 6.1 At any time prior to the deadline for the submission of Proposals, NIF may make amendments to the RFP Document.
- 6.2 Any clarification or change to this RFP Document, prior to the Closing Date specified herein will be made only by written addenda issued by NIF to each potential Respondent collecting these Proposal documents as at the date the clarification or change was made.
- 6.3 Any amendments made will be circulated to all prospective Respondents via email.
- 6.4 NIF may extend the deadline for the submission of Proposals to allow prospective Respondents reasonable time to take the amendments into account.
- 6.5 NIF will not be held responsible for any interpretations made by Respondents as a result of information received by any means other than by written addenda.
- 6.6 Each addendum, when issued, is to become a part of this RFP Document.

**7. CANCELLATION OF THE RFP PROCESS**

- 7.1 NIF 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.
- 7.2 Notice of such cancellation will be communicated to all participating firms.

**8. ADMINISTRATIVE REQUIREMENTS**

- 8.1 The documents required to establish compliance with the administrative requirements are requested to be submitted separately from the technical and financial aspects of the proposal.

8.2 Respondents who fail to submit all the requisite compliance items at the Tender Opening, will be notified of such and will be allowed 72 hours from notification to submit them. Respondents are therefore required to provide the below listed documents which will determine administrative compliance:

- (a) *The following Company Information is requested for submission:*
  - (i) Certificate of Registration (for Sole Trader businesses); or
  - (ii) Certificate of Incorporation (for Companies registered after 1995); or
  - (iii) Certificate of Continuance (for Companies registered before 1995);
  - (iv) Notice of Directors (where applicable); and
  - (v) Notice of Address (where applicable)
- (b) Valid VAT Clearance Certificate (or evidence from Board of Inland Revenue office confirming application of same)
- (c) Valid Income Tax Clearance Certificate (or evidence from Board of Inland Revenue office confirming application of same)
- (d) Conflict of Interest Declaration
- (e) Declaration Certificate – declaration of any pending legal matters: describe any pending or actual litigation or arbitration in which your Company/Firm is engaged. If your firm is engaged in litigation, describe how it will and /or will not affect the successful execution of the project. In addition, provide details of any arbitration of litigation cases in which you have been involved over the past five years.

**Failure to provide any of the above items will result in rejection of your submission due to non-conformance.**

## **9. TECHNICAL CONFORMANCE AND FINANCIAL SUBMISSION**

9.1 The documents required to establish technical conformance are:

- (i) Executive Summary
- (ii) Demonstration of Qualification, Experience and Competence of proposed primary services provider & Back up professional
- (iii) References of Similar Work
- (iv) Demonstration of Competence of Company/Firm
- (v) Bid Form
- (vi) Price Schedule

9.2 The aim is to determine which Respondent provides the most cost-effective, technically sound and operationally reliable option for the Provision of Corporate Secretarial Services.

**Please note:** Failure to complete any of the Response Forms may adversely affect NIF's assessment of the bidder's ability to satisfy this key component, and may result in the bidder's Proposal being rejected as non-conformant.

## **10. SUBMISSION OF PROPOSALS**

10.1 The Proposal and all correspondence and documents exchanged shall be written in the English Language.

10.2 All Proposals must be made in accordance with the instructions given herein. The RFP Document should be updated and the Administrative and Technical Proposal Forms completed. Forms should be duly signed by an Authorised Representative.

- 10.3 Any and all attachments must be clearly identified on the RFP Document. It must be indicated at the appropriate area/section where there is an attachment and the name given to the attached document must be stated.
- 10.4 Where attachments are created as separate documents, they should clearly bear the RFP reference number and the name of the submitting Company/Firm and an identifier as to what the attachment is.
- 10.5 Proposals should be as thorough and detailed as possible so that NIF may be capable of properly evaluating the Respondent's capabilities to provide the Services.
- 10.6 The amended RFP Document should be saved as "**RFP2601SEC SER [Company Name] Proposal**".
- 10.7 Respondents shall submit their completed Proposals via email to email-address **nif@gov.tt** no later than **3:00 p.m. February 27 2026** with the subject "**RFP2601SEC SER Proposal Submission**".
- 10.8 Ensure that all attachments are included in the email being sent.
- 10.9 Any Proposals received after the deadline for submissions will not be accepted.
- 10.10 Failure to submit all requested documentation may result in the Proposal not being considered for evaluation, or in the Respondent failing to achieve the requisite scores during the evaluation of Proposals.

#### **11. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

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

#### **12. PROPOSAL REJECTION**

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

#### **13. PROPOSAL VALIDITY PERIOD**

- 13.1 Proposals shall remain valid for a period of one hundred and twenty (120) days after the deadline date for submission of Proposals. A Proposal valid for a shorter period may be deemed non-responsive and rejected.
- 13.2 In exceptional circumstances NIF may solicit the Respondent's consent to an extension of the validity period. This request and corresponding response shall be in writing, delivered by mail or e-mail. A Respondent granting this request will not be required or permitted to modify its Proposal.

#### **14. PRELIMINARY EXAMINATION OF PROPOSALS**

- 14.1 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.
- 14.2 Respondents who fail to submit all the requisite administrative compliance items at the Tender Opening, will be notified of such and will be allowed **24 hours** from notification to submit them.
- 14.3 Proposals deemed non-responsive and thus rejected cannot be made responsive by the correction of the non-conformity at this stage.

## 15. EVALUATION OF TECHNICAL REQUIREMENTS

- 15.1 Each submission deemed substantially responsive during the preliminary examination stage and that meets the mandatory minimum administrative requirements shall be subjected to a technical evaluation.
- 15.2 Technical assessment will be done based on the below pre-determined evaluation criteria and scoring system.
- 15.3 To be deemed technically qualified and to be considered for the award of contract, submissions are required to achieve **a minimum of 60% of the allocated score for each evaluation criterion**, as well as **an overall score of no less than 75%** of the maximum score attainable.

TECHNICAL CRITERIA	SUB-CRITERIA	Primary services provider	Back up professional	TOTAL POINTS
<b>Qualifications of proposed primary services provider &amp; Back up</b>	BSc /3-year degree/diploma in Law, and a Company Secretariat qualification/ member of ICATT, etc.	10 points (minimum 6)	10 points (minimum 6)	<b>20 points</b>
<b>Experience of proposed primary services provider &amp; Back up</b>	Managerial experience of 5 years and more of which 3 years or more as a company secretary	10 points (minimum 6)	10 points (minimum 6)	<b>20 points</b>
<b>OPR Requirements</b>	Experience as member of Procurement And Disposal Advisory Committee, Evaluation committee etc.	5 points (minimum 3)	5 points (minimum 3)	<b>10 points</b>
<b>References of Similar Work</b>	Prior assignments of a similar nature within the last five years	15 points (minimum 9)	15 points (minimum 9)	<b>30 points</b>
<b>Demonstration of Competence of Company/Firm/ Individual</b>	Structure of Organisation/Team Managerial Systems Quality control systems Performance monitoring and evaluation systems	10 points (minimum 6)	10 points (minimum 6)	<b>20 points</b>

## 16. ASSESSMENT OF FINANCIAL PROPOSAL AND NEGOTIATIONS

- 16.1 The Respondent's Financial Proposal shall detail an estimate of fees for the services to be provided as follows:

### Option 1

- Please provide your financial proposal with the application. The financial proposal must consist of:
- A monthly retainer fee for a total of (xx) hours per month
  - A rate for additional hours, above the (xx) hours per month
  - fixed fees for any additional services if applicable

**Option 2**

The financial proposal should be adequately detailed covering professional fee and all other costs required to undertake the assignment including all taxes as captured below:

Do note the following approximate annual meeting information below to accurately determine your schedule of prices:

Type of meeting	Expected number per year
Monthly Board	11
Special Board	6
Audit & Risk Committee	2
Ad hoc Committee	2
Evaluation Committee	4
Procurement And Advisory Disposal Committee	4
Disposal Committee	2
Annual General Meeting	1

Schedule of prices, fixed for 36 months	Frequency	Unit	Cost Including VAT	Total cost including VAT
Retainer fee				
Board meeting attendance & minute taking				
Board sub-committee attendance & minute-taking				
OPR meetings & minute taking				
Filing of statutory notices				
Filing annual returns				
Filing of resolutions				
Board/management training				
Other meetings / inductions				

16.2 The Financial proposals of the submissions which pass the technical evaluation by attaining at least 60% in each criterion and an overall score of at least 75% will be

considered for award. The Financial proposals will be reviewed to ensure that all activities required in the scope of Services were priced and that there are no arithmetical errors.

16.3 Arithmetical errors will be corrected as follows:

(i) Discrepancies between line prices and total prices will be corrected by assuming the line prices are correct and making the necessary calculations.

(ii) Words shall prevail if there is a discrepancy between words and figures.

(iii) If the Supplier does not accept the corrected figures, the Proposal will be rejected.

16.4 NIF reserves the right to enter into discussion, and as appropriate, negotiate with the top-ranked Respondent to clarify, among other things, the scope of services and the deliverables of the assignment. The objective of the negotiations will be for NIF to achieve best value for money.

16.5 Should negotiations with the top-ranked Respondent fail, the discussions would be formally terminated. The Financial Proposal of the next ranked Respondent will be opened and evaluated. Negotiations will be conducted with the next ranked Respondent, and so on until the contract can be successfully negotiated.

## **17. AWARD OF CONTRACT**

17.1 NIF will notify the successful Respondent of its decision in writing prior to the expiration of the period of bid validity.

17.2 The successful Respondent and NIF shall make every effort to execute the formal contract within fourteen (14) days from the Letter of Award.

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

**SECTION 3**  
**TERMS OF REFERENCE**

## TERMS OF REFERENCE

### THE PROVISION OF CORPORATE SECRETARIAL SERVICES

#### Background

The National Investment Fund Holding Company Limited (NIF) was incorporated on 29 May, 2018 by the Corporation Sole for the purpose of holding and monetizing state assets. The majority of the initial assets transferred by GORTT were obtained in repayment of the debt due to GORTT by CLICO and CIB (excludes TGU). The Company is authorised to issue an unlimited number of ordinary shares with no restrictions on their transferability.

On 6 July, 2018 the Corporation Sole transferred the Shares to the Company comprising:

- (a) 42,475,362 shares of Republic Financial Holdings Limited (RFHL)
- (b) 15,285,917 shares of One Caribbean Media Limited (OCM)
- (c) 61,677,011 shares of Angostura Holdings Limited (AHL)
- (d) 4,548,712 shares of West Indian Tobacco Company Limited (WITCO)
- (e) 189,400,000 shares of Trinidad Generation Unlimited (TGU).

The Corporation Sole agreed with the Company to the transfer of these NIF1 Shares at a value of \$7,935,000,000.00, in consideration of which, the Company issued to GORTT the Note in the amount of \$4,000,000,000.00 and issued and allotted one (1) ordinary share in the Company in the name of the Corporation Sole in satisfaction of the remaining value of the Shares in the sum of \$3,935,000,000.00. The sum of \$4,000,000,000.00 under the NIF1 Note was repaid to GORTT from the proceeds of Bonds issued in August 2018 as shown below. The Corporation Sole is the sole shareholder of the Company.

The Bonds were issued in three series during the period July 12 to August 9 2018:

Bonds	Value	Rate	Duration	Maturity Date
Series A	1.2 billion	4.5%	5 years	August 9, 2023
Series B	1.6 billion	5.7%	12 years	August 9, 2030
Series C	1.2 billion	6.6%	20 years	August 9, 2038

Further to the issuance of the Series A, B and C Bonds by NIF in 2018, a new TT\$1.2 billion fixed rate Series D Bond 2040 @7.1% was issued by NIF on 26th July 2023 to refinance the Series A Bond but was not distributed to the Public. The proceeds from the issue of the Series D Bond were used to make payments to the holders of the Series A Bond upon maturity.

The assets transferred by GORTT in July 2018 back the current NIF Series B, C and D Bonds and the dividends from these assets are not available for any payments related to the NIF2 Bond.

Subsequently on 15 November 2023 the Corporation Sole transferred via put through 6,546,417 ordinary shares of Republic Financial Holdings Limited (RFHL) at a value of \$815,225,309.01, in consideration for which the Company issued a Note to GORTT in the amount of \$400,000,000.00 which was repaid from the proceeds of the NIF2 Bond Issue.

The active NIF Bonds include:

<b>Bonds</b>	<b>Value</b>	<b>Rate</b>	<b>Duration</b>	<b>Maturity Date</b>
NIF2	\$0.4 billion	4.5%	5 years	August 9, 2029
NIF1-Series B	\$1.6 billion	5.7%	12 years	August 9, 2030
NIF1-Series C	\$1.2 billion	6.6%	20 years	August 9, 2038
NIF1-Series D	\$1.2 billion	7.1%	17 years	July 26, 2040
<b>Total</b>	<b>\$4.4 billion</b>			

### **Board Committees**

NIF has one (1) active Board Sub- committee, namely the Audit & Risk Committee.

### **OPR Regulations**

Under the Public Procurement and Disposal of Public Property Act, 2015, NIF is required to utilize

- (i) A Procurement and Disposal Advisory Committee which plays a crucial role in public procurement and disposal processes, ensuring compliance and best practices;
- (ii) Evaluation Committees to assess quotations/ bids/ tenders for goods, services and works;
- (iii) A Disposal Committee (DC) comprising not less than three officers for the purpose of recommending the best method of disposing of unserviceable, obsolete, or surplus stores or equipment.

The key service provider would be expected to provide professional services as a member of all of the National Investment Fund Holding Company Limited (NIF) sub-committees.

### **Objectives**

- (i) The provision of corporate secretarial assistance in the running of the company;
- (ii) Specific support to ensure that the Procurement function operates within guidelines established by the Office of Procurement Regulation (OPR) and the Procurement Act 2015.

### **Scope of Services**

The preferred Company/Firm will be required to undertake the following activities, which is not intended to be an exhaustive list:

#### **Governance services:**

- Guide the Board and its Chairman on their respective responsibilities and duties.
- Advise the Board and Management on compliance with all relevant statutory and regulatory requirements for records and contracts management.
- Raise an awareness of all relevant laws and regulations applicable to the NIF.
- Act as a central source of guidance and advice on matters of ethics and good governance.
- Draft new key policies for approval where relevant, ensuring that they are aligned with the NIF's Memorandum of Incorporation ('MOI') and NIF Governance Framework.

#### **Corporate Secretarial Services:**

- Ensure all relevant statutory requirements are fulfilled for all existing and new Board appointments.
- Assist the Management and Chairman in compiling Board meeting agendas.
- Assist with the preparation of Board packs and briefing the Chairman prior to Board meetings.

- Attend all scheduled Board and sub-committee meetings.
- Prepare all scheduled Board and sub-committee meeting minutes.
- Draft all necessary policies, charters and other necessary policy documents required in line with good corporate governance.
- Produce accurate minutes.
- Assist in any regulatory filings as required by law and the Companies Act, including filings related to NIF's bond issuance and listing on the TTSE.
- Assistance to the interpretation of the law in relation to NIF's operations and bond issuance.
- Provide sufficient qualified staff to assist NIF in meeting its requirements under the OPR regulations e.g. as a member of Evaluation committees, PDAC etc.
- Advise directors of their roles, responsibilities and duties as well as facilitating orientation and education of new directors.
- Undertake any other relevant services as agreed.

### **Expected Deliverables**

- The successful service provider would be required to perform in line with the scope of work as well as perform the following functions with regard to Board and Board Committee functions:
  - To distribute notice of each meeting, confirming the venue, time and date at least 10 days prior to the meeting.
  - To distribute minutes, meeting papers and resolutions within 7 working days from date of meetings.
  - To distribute action items arising from the meeting within 3 working days from the date of the meeting.
  - To follow up on matters arising from meetings and to ensure that responses thereto is obtained and submitted as per agreed upon time frames.
  - To maintain a resolution register and ensure that all resolutions are communicated with the relevant Executive Managers for execution.
  - To advise the General Manager in respect of all compliance, legal and governance matters as required.
  - Assisting and facilitating the annual self-assessments of the Board and Board Committees.
  - Provide central source of guidance and advice to the Board and within the organisation on compliance matters.
  - Ensure there is a compliance calendar and yearly work plans for all Committees.

### **Duration**

The duration of the services will be for a three-year period with the option to renew for a further three years.

**SECTION 4**  
**ADMINISTRATIVE COMPLIANCE**  
**(RESPONSE FORMS – PART 1)**

## INSTRUCTIONS

These Response Forms shall replace any need to create a free-form proposal. Please complete to the fullest extent. You may also refer to any attachments by noting so.

Please do:

- Answer each criterion question to the best of your ability.
- Include as much relevant information as necessary.
- Refer to any relevant attachments.
- Order your attachments according to their reference in the Response Forms.

Kindly do not:

- Alter the numbering or content of the criteria or their definitions.
- Remove any questions from your form.

## **PARTICULARS OF FIRM**

Kindly demonstrate your legal capacity to enter into a contract and your fulfilment of the obligation to pay all required taxes and contributions in Trinidad and Tobago by providing the following documents:

Company Information:

1. A Certificate of Incorporation and Certificate of Continuance (where applicable), and Articles of Incorporation, duly embossed and certified by the state or country of incorporation. These must state the date of incorporation, place of registration and principal place of business. Please note that a Certificate of Continuance must be provided for all companies incorporated prior to the commencement of the Companies Act, 1995.

Or

Business registration document.

2. A Valid Income Tax Clearance Certificate issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of the Tender or evidence from the Board of Inland Revenue Office confirming application of same
3. A Valid VAT Clearance Certificate issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of the Tender or evidence from the Board of Inland Revenue Office confirming application of same
4. Notice of Directors or Change of Directors Form which accompanies your Incorporation Documents (where applicable).
5. Notice of Address or Change of Address (where applicable)

## DECLARATION CERTIFICATE

I,  
of

hereby certify that no litigation, legal action, proceeding, conciliation, mediation or arbitration of any nature involving the Company/Firm is pending or threatened in any jurisdiction locally or internationally that may negatively or otherwise affect the business affairs or operations of the Company/Firm, or the Company's/Firm's ability to satisfactorily provide the tendered works/services.

I hereby also certify that there is no bankruptcy action or proceeding of any nature pending or threatened against the Company/Firm in any jurisdiction locally or internationally that may negatively or otherwise affect the business affairs or operations of the Company/Firm, or the Company's/Firm's ability to satisfactorily provide the tendered works/services.

I hereby further certify that the Company/Firm is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a Court or a judicial officer, its business activities have not been suspended and it is not the subject of legal proceedings for any of the foregoing.

I hereby further certify that there is no existing judgment made or registered against the Company/Firm in any jurisdiction locally or internationally that may negatively or otherwise affect the business affairs or operations of the Company/Firm, or the Company's/Firm's ability to satisfactorily provide the tendered works/services.

I hereby further certify that the Directors/Officers of the Company/Firm have not been convicted within the past ten (10) years of corruption or fraud related offences locally or internationally.

The facts stated herein are true and correct to the best of my knowledge, information and belief. I am duly authorized and competent to make this certificate on behalf of the Company/Firm.

**Signature:**

**Name in Block Letters:**

**Designation:**

**Date:**

## LEGAL CLAIMS DESCRIPTION

Over the past five years, has the Company/Firm or any constituent part ever been involved in any litigation and/or arbitration for failing to fulfil or to comply with the terms of a contract	Yes	No
If yes, give a brief explanation		
Is the Company/Firm involved in any litigation and/or arbitration proceeding at present?	Yes	No
If yes, give a brief explanation		
Claims For:	Value (TTD)	
Claims Against:	Value (TTD)	

**Signature:**

**Name in Block Letters:**

**Designation:**

**Date:**

**DECLARATION OF COMMITMENT TO ADHERE TO THE ‘CODE OF ETHICS  
FOR SUPPLIERS OR CONTRACTORS’**

**RFP2601SECSER**

I, the undersigned, hereby declare that I have read and fully understood the contents of the ‘Code of Ethics for Suppliers or Contractors’ (the Code) (see Section 7 of RFP Document). I hereby commit to abide by the provisions of the Code.

I undertake to participate in all procurement activities ethically and in accordance with the Code. I am aware that any failure to comply with any part of the Code may lead to the rejection of my submission and/or exclusion from future procurement activities and a report being made to the Office of Procurement Regulation (OPR) which can lead to my being placed on the Ineligibility List and/ or other action being taken against me by the OPR.

**Submitted By:**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Company Stamp**

## SUPPLIER CONFLICT OF INTEREST DELCARATION FORM

**Procuring Entity:** [Insert Name of State Enterprise/Public Body]

**Tender/Reference No.:** [Insert Tender Number]

**Date:** [Insert Date]

### Supplier Details:

- Company Name: \_\_\_\_\_
- Registered Address: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Position: \_\_\_\_\_
- Email/Phone: \_\_\_\_\_

### Declaration:

I/We, the undersigned, declare as follows:

1. No Conflict: I/We have no actual, potential, or apparent conflict of interest with the procuring entity, its officers, evaluation committee, or other bidders. This includes no direct/indirect controlling shareholders/partners in common, no prior/current obligations to other clients that conflict, and no personal/familial/business relationships that could impair impartiality.
2. Disclosed Conflict (if applicable):
  - Description: \_\_\_\_\_
  - Nature (e.g., family ties, financial interest, prior work):  
\_\_\_\_\_
  - Mitigation Steps: \_\_\_\_\_

I/We understand that failure to disclose a conflict may result in bid disqualification, contract termination, or suspension from future dealings. This obligation is ongoing; any new conflicts must be reported promptly to the Named Procurement Officer.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_ **Position:** \_\_\_\_\_

**SECTION 5**  
**TECHNICAL CONFORMANCE &**  
**FINANCIAL SUBMISSION**  
**RESPONSE FORMS – PART 2**

**Goal: To determine which Respondent provides the most cost-effective, technically sound and operationally reliable option for the Provision of Corporate Secretarial Services.**

**Please note:** Failure to complete any of the Response Forms below may adversely affect NIF's assessment of the bidder's ability to satisfy this key component, and may result in the bidder's Proposal being rejected as non-conformant.

## **1.0 EXECUTIVE SUMMARY**

In the following block, please describe your Company's/Firm's unique value to the provision of the Services, briefly summaries the key aspects of your proposal and the primary contact person as well as Back up professional.

Are there any attachments at the end of this Form?

Yes	No
-----	----

List of Attachments:

## **2.1 COMPETENCE AND EXPERIENCE OF THE COMPANY/ FIRM**

### **2.2 COMPETENCE OF COMPANY/FIRM**

#### **2.2.1 Structure**

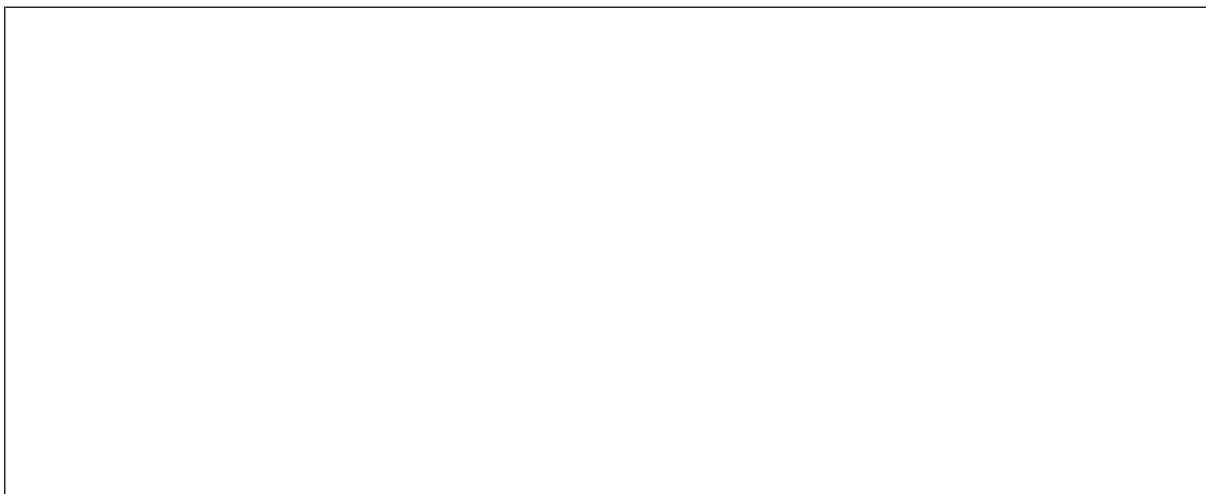
Describe the structure of your Organisation/Team for the provision of the Service. Demonstrate how this structure will effectively deliver the Service. Describe any specializations that your Company/Firm has.

An operational diagram may be provided to illustrate the Organizational structure.



#### **2.2.2 Systems: Managerial/Quality Control/Performance Monitoring**

Describe those systems that will contribute to your Company's/Firm's ability to effectively deliver the Service on time, within budget and in scope.



Are there any attachments at the end of this Form?	
Yes	No
List of Attachments:	

### **2.3 EXPERIENCE OF COMPANY/FIRM**

To determine the Company's/Firm's experience, the submission of three (3) references is requested.

Use the Forms below to provide the necessary information.

**Reference 1**

<b>Client's Name:</b>			
<b>Address:</b>			
Contact Number:			
Client Representative			
<b>Representative Contact Information</b>			
Telephone:	Fax:	Email:	
<b>Contract Name:</b>		<b>Country</b>	
<b>Contract Duration:</b>		Year(s)	
<b>Services provided</b>			
<b>Project Highlights:</b>			
Baseline vs. Actual Project Cost and Duration:			
<b>Project Team Members:</b>			

**Reference 2**

<b>Client's Name:</b>			
<b>Address:</b>			
Contact Number:			
Client Representative			
<b>Representative Contact Information</b>			
Telephone:	Fax:	Email:	
<b>Contract Name:</b>		<b>Country</b>	
<b>Contract Duration:</b>		Year(s)	
<b>Services provided</b>			
<b>Project Highlights:</b>			
Baseline vs. Actual Project Cost and Duration:			
<b>Project Team Members:</b>			

**Reference 3**

<b>Client's Name:</b>			
<b>Address:</b>			
Contact Number:			
Client Representative			
<b>Representative Contact Information</b>			
Telephone:	Fax:	Email:	
<b>Contract Name:</b>		<b>Country</b>	
<b>Contract Duration:</b>		Year(s)	
<b>Services provided</b>			
<b>Project Highlights:</b>			
Baseline vs. Actual Project Cost and Duration:			
<b>Project Team Members:</b>			
Are there any attachments at the end of this Form?			
Yes		No	
List of Attachments:			

### 3.0 QUALIFICATIONS, EXPERIENCE AND COMPETENCE OF PERSONNEL

Provide the name(s), position(s) and relevant experience of the key personnel who will be responsible for the successful delivery of this Service.

List specific dates, degrees or certifications earned, vocational training, and any other relevant information. The identified individual(s) should have adequate capacity for this assignment and be based in Trinidad.

The Respondent must ensure that he has sufficient qualified staff to provide the services listed under this request for proposal.

The Respondent must provide the details of a professional who shall be the **primary services provider**.

The Respondent must also provide the details of at least **one back up professional** to provide the services, in the event that the primary services provider is unable to provide the specified services.

Use the Forms below to provide the necessary information.

Are there any attachments at the end of this Form?	
Yes	No
List of Attachments:	

<b>Name:</b>	
<b>Profession:</b>	
<b>No. of Years with Company/Firm</b>	
<b>Proposed Position on Assignment:</b>	
<b>Key Qualifications</b>	
<b>Education:</b>	
<b>Experience (a) managerial, (b) OPR Regulations (c) similar assignments:</b>	
<b>Signature of Officer</b>	
<b>Date:</b>	

**4.0 BID FORM**

**REP2601SECSE**

**REQUEST FOR PROPOSAL FOR THE PROVISION OF CORPORATE SECRETARIAL SERVICES**

THE NATIONAL INVESTMENT FUND HOLDING COMPANY LIMITED LEVEL 2 ERIC WILLIAMS FINANCIAL BUILDING INDEPENDENCE SQUARE PORT OF SPAIN	
Having examined the Request for Proposal (RFP) Documents, we, the undersigned, accept without reservation all the provisions therein, and offer to complete all of the required services in full conformity with the said RFP Documents for the sum of \$.....	
We undertake, if our Proposal is accepted, to be available to perform the services specified in the Contract within 7 days calculated from the date of signature of the Letter of Award.	
We agree to abide by this Proposal for a period of 120 days from the due date for submission of proposals in the Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.	
Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.	
We understand that you are not bound to accept the lowest or any Proposal you may receive, and that you will incur no liability towards us should you choose to do so.	
<b>Signature</b>	
<b>Name in Block Letters</b>	
<b>Position</b>	
<b>Company Name</b>	

## 5.0 FINANCIAL PROPOSAL / PRICE SCHEDULE

### Option 1

Please provide your financial proposal with the application. The financial proposal can consist of:

- A monthly retainer fee for a total of (xx) hours per month
- A rate for additional hours, above the (xx) hours per month
- fixed fees for any additional services if applicable e.g.
- indicate applicable taxes separately.

### Option 2

The financial proposal should be adequately detailed covering professional fees and all other costs required to undertake the assignment including all taxes as captured below:

Schedule of prices, fixed for 36 months	Frequency	Unit	Cost Including VAT	Total cost including VAT
Retainer fee				
Board meeting attendance & minute taking				
Board sub-committee attendance & minute-taking				
OPR meetings & minute taking				
Filing of statutory notices				
Filing annual returns				
Filing of resolutions				
Board/management training				
Other meetings / inductions				

Are there any attachments at the end of this Form?	
Yes	No
List of Attachments:	

**SECTION 6**  
**CONFORMANCE CHECKLIST**

## CHECK LIST

Prior to sending your submission, please review and confirm that each one of the below conformance requirements is included with your submission. Failure to provide any of the below items may result in the rejection of your submission due to non-conformance.

CONFORMANCE REQUIREMENT		YES	NO	EXPLANATION FOR NON-CONFORMANCE
1	<b>Company/Firm Information</b> <ul style="list-style-type: none"> <li>➤ Certificate of Registration</li> <li>➤ Certificate of Incorporation</li> <li>➤ Certificate of Continuance</li> <li>➤ Notice of Address</li> <li>➤ Notice of Directors</li> </ul>			
2	<b>Valid VAT Clearance Certificate</b>			
3	<b>Valid Income Tax Clearance Certificate</b>			
4	<b>Conflict of Interest Declaration</b>			
5	<b>Declaration Certificate</b>			
6	<b>Legal Claims Description</b>			
7	<b>Executive Summary</b>			
8	<b>Demonstration of Competence of Company/Firm</b>			
9	<b>Demonstration of Experience of Company/Firm (References of Similar Work)</b>			
10	<b>Demonstration of Qualification, Experience and Competence of Personnel/ Proposed team</b>			
11	<b>Bid Form</b>			
12	<b>Price Schedule</b>			

I/We certify that the above checked items have been included in my/our Proposal for **RFP2601SEC SER Request for Proposal for the Provision of Corporate Secretarial Services**. Submission is in accordance with instructions therein.

<b>Signature:</b>	
<b>Name in Block Letters:</b>	
<b>Designation:</b>	
<b>Date:</b>	

**SECTION 7**  
**CODE OF ETHICS**

# **NATIONAL INVESTMENT FUND HOLDING COMPANY LIMITED**

## **‘CODE OF ETHICS FOR SUPPLIERS OR CONTRACTORS’**

The NATIONAL INVESTMENT FUND HOLDING COMPANY LIMITED’s (NIF’s) ‘Code of Ethics for Suppliers or Contractors’ (hereinafter called the “Suppliers’ Code of Ethics”) establishes guidelines for the adoption of good practices and sets out the minimum standards of ethical behaviour and conduct required from suppliers or contractors who provide Goods or Services or undertake Works for NIF or who are desirous of engaging in or seeking to conduct business with the NIF. It is intended to eliminate unethical practices and its concomitant threats of conflict of interest, fraud, collusion and corruption, which may be considered major threats to good governance, accountability and transparency during the Procurement, Retention and Disposal processes.

## **1.0 Compliance and Monitoring**

- 1.1 To ensure that the principles and obligations stipulated in the Public Procurement and Disposal of Public Property Act (2015) as amended (PPDPP Act), its associated regulations and the Authority's Procurement, Retention and Disposal Policy (PRD Policy) are complied with:
- (i) The 'Named' Procurement Officer shall observe the rules of and communicate the contents of the Suppliers' Code of Ethics to suppliers or contractors and
  - (ii) All suppliers or contractors shall observe the rules of and communicate the contents of the Suppliers' Code of Ethics to their agents, including employees, subcontractors and subsidiaries who may be engaged in procurement proceedings with the Authority.
- 1.2 The contents of this Suppliers' Code of Ethics shall be communicated in the relevant local language and in a manner that is understood by all.
- 1.3 Suppliers or contractors engaging in business with the Authority shall operate in full compliance with the laws of Trinidad and Tobago. The provisions of this Suppliers' Code of Ethics shall be deemed to be incorporated by reference into the standard bidding documents of the Authority and shall therefore be binding on suppliers or contractors who shall commit to same by duly signing the form set out in the 'Declaration and Commitment of Adherence to the 'Code of Ethics for Suppliers or Contractors'.
- 1.4 The Office of Procurement Regulation (OPR) shall, on its own initiative or upon receipt of a complaint, consider, inquire into, investigate and or institute ineligibility proceedings in accordance with section 41 and section 58 of the PPDPP Act and the PPDPP (Ineligibility Proceedings) Regulations, 2021.
- 1.5 In accordance with the PPDPP Act and the PPDPP (Ineligibility Proceedings) Regulations, 2021 the Authority may submit a report to the OPR on any breaches by suppliers/contractors of this Policy and any action taken against the breach.

## **2.0 Consequences for Non-Compliance**

Breach of this Suppliers' Code of Ethics may provide grounds for:

- (i) Rejection or revocation of a bid, tender or proposal by the Authority;
- (ii) Being placed on the Ineligibility List thereby debarring suppliers or contractors from participating in procurement proceedings for a stated period; or
- (iii) The establishing of a commission of an offense.

## **3.0 Professionalism**

- 3.1 A supplier or contractor shall maintain the highest standards of integrity and professionalism in their operations and when engaging in business with the Authority.
- 3.2 A supplier or contractor shall comply with professional standards of their industry or of any professional body of which they are members. Where a supplier or contractor is a member of a professional body, the supplier or contractor shall uphold the code of ethics of the respective profession and be of good professional standing.

## **4.0 Fair and Transparent Practice**

- 4.1 A supplier or contractor shall act in a manner that is transparent, fair, accountable and honest, and shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment towards personnel of the Authority who are directly or indirectly involved in the procurement proceedings conducted by the Authority or personnel who may be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.
- 4.2 A supplier or contractor shall act with honesty and integrity in all their engagements and transactions with the Authority, ensuring that all the information and certifications provided, as well as the statements made, are true.
- 4.3 A supplier or contractor shall respond to solicitations by the Authority in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents.
- 4.4 In accordance with section 34 of the PPDPP Act, a supplier or contractor shall ensure that the bid price reflects the ability of the supplier or contractor to successfully perform the procurement contract and is not abnormally low.

4.5 A supplier or contractor shall perform the obligations of the contracts efficiently and effectively and ensure that competent persons carry out its contractual obligations.

4.6 A supplier or contractor shall accept full responsibility for all works, services or supplies provided to the Authority.

## **5.0 Gifts, Favours and Other Benefits**

In accordance with Section 59 of the PPDPP Act:

(i) A supplier or contractor shall not solicit, offer, give, receive, grant, promise or represent to offer, a gratuity in any form, gifts, money, any form of employment, service or any other thing of value, either directly or indirectly, with intent of gaining an advantage or a concession for himself or any other person, to the Authority's personnel or personnel who may be in a position to influence the outcome thereof including but not limited to an elected or appointed officer.

(ii) A supplier or contractor shall not approach, contact, unduly influence or exert pressure on any member of a committee or any other employee of the Authority to take a particular action which favours or tends to favour them, or in respect of any matter that is before the Authority or that is expected to come before the Authority.

## **6.0 Prohibition Against Corrupt, Fraudulent, Coercive and Unethical Practices**

6.1 A supplier or contractor shall report to the OPR and/or any other relevant agency any procurement practice which might be deemed improper.

6.2 A supplier or contractor shall not engage in bid rigging or in any form of fraudulent, collusive, corrupt, coercive, and or unethical practices, or inappropriate influences. For the avoidance of doubt, a supplier or contractor shall not:

(i) engage in, nor be a party to, agreements, arrangements, business practices or conduct that are anti-competitive and designed to establish prices at an artificial, non-competitive level, prior to or after bid submission, that would deprive the Authority of the benefits of free and open competition;

(ii) misrepresent facts in order to influence a procurement exercise, manipulate the tender process, or the execution of a contract to the detriment of the Authority;

(iii) deliberately harm or threaten to harm, either directly or indirectly, personnel of the Authority or their property, to influence their participation in procurement proceedings, or to affect the execution of a contract;

- (iv) engage in any obstructive practices either by deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false, statements to an inquiry, in order to materially impede an investigation.

## **7.0 Confidentiality**

- 7.1 A supplier or contractor shall respect the confidentiality of information received in the course of performing a contract and shall not disclose the same or use such information for material gain or the furtherance of its private interest.
- 7.2 A supplier or contractor shall preserve the confidentiality of information in accordance with contractual requirements or the prevailing law and even after the business or contractual relationship with the Authority has been determined.

## **8.0 Conflict of Interest**

- 8.1 A supplier or contractor shall declare and disclose all potential, apparent and/or actual conflict of interest to the Accounting Officer and the “Named” Procurement Officer of the Authority in writing.
- 8.2 A supplier or contractor shall not enter into a contract with the Authority where the supplier or contractor is:
  - (i) an associate,
  - (ii) an employee or a member of staff, or
  - (iii) a person who has a direct influence on the decision of the procuring entity.
- 8.3 Where the supplier or contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation, the supplier or contractor shall promptly bring such information to the attention of the Authority; and shall cooperate with the Authority’s review and investigation of such information and comply with the instructions it receives from the Authority in regard to remedying the situation.

## **9.0 Labour, Human Rights and Social Responsibility**

- 9.1 A supplier or contractor shall not engage in forced or compulsory labour in all its forms.

- 9.2 A supplier or contractor shall respect and adhere to the working time of employees in accordance with the laws of Trinidad and Tobago and or any collective agreements or other contractual agreements between the parties.
- 9.3 A supplier or contractor shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by laws of Trinidad and Tobago or contract.
- 9.4 A supplier or contractor shall not evade or attempt to evade payment of taxes imposed in accordance with section 119 of the Income Tax Act.

## **10.0 Health, Safety and Environment**

- 10.1 A supplier or contractor shall provide a safe and healthy workplace setting and comply with the Occupational Safety and Health Act of Trinidad and Tobago.
- 10.2 A supplier or contractor shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.
- 10.3 A supplier or contractor shall strive to use durable products, reusable products and products (including those used in the provision of services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services, in order to contribute to waste reduction and to increase the development and awareness of sustainable and environmentally sound procurement, wherever possible.
- 10.4 A supplier or contractor shall utilise strategies to deliver the product or service that minimises the emissions and discharges of pollutants and generation of waste.
- 10.5 A supplier or contractor shall obtain, maintain, and keep current all environmental permits, approvals, and registrations.
- 10.6 A supplier or contractor shall adhere to all applicable laws and regulations regarding the restriction of specific substances in products and manufacturing and will take particular care to restrict and/or avoid the use of the “hazardous substances” in products.

## 11.0 Examples of Gifts

Gifts and entertainment include for example:

- Gratuities
  - Favour
  - Meals
  - Attending sporting, social and cultural events
  - Lodging/accommodation
  - Loans and loan guarantees
  - Discount or favourable terms on any product or service
  - Services
  - Prizes
  - Transportation
  - Use of vacation facilities
  - Shares or other securities or participation in share offering
  - Home improvements
  - Tickets to cultural, social or sporting events
  - Gift certificates
-