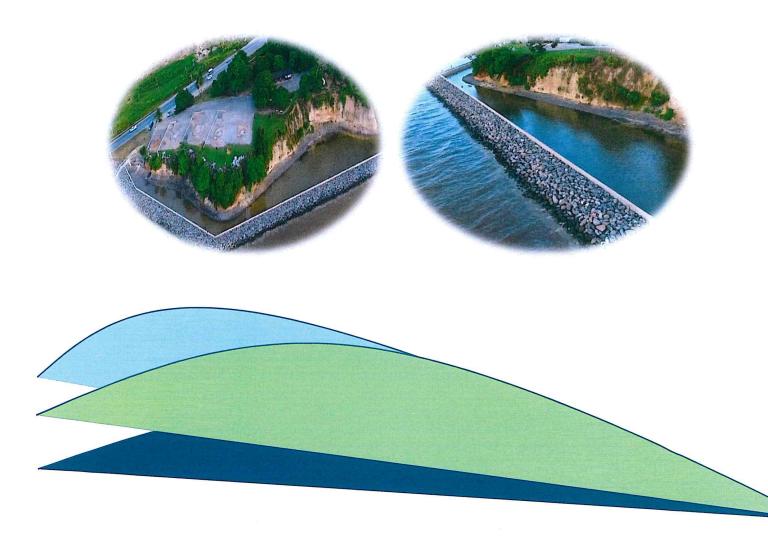
SPECIAL REPORT OF THE AUDITOR GENERAL OF THE

REPUBLIC OF TRINIDAD AND TOBAGO ON THE AUDIT OF COMPLIANCE WITH PROCUREMENT PRACTICES

FOR THE

SHORE OF PEACE STABILISATION PROJECT



To independently audit and report on the use of public resources for the benefit of the country and its people



Auditor General of the Republic of Trinidad and Tobago Auditor General's Department Level 2-4, Tower C Port- of- Spain International Waterfront Centre

1, Wrightson Road

Port- of- Spain

Phone: (868) 625-6585; (868) 627-6727

Fax: (868) 222-8972

Contents

ACKNOWLEDGEMENT AND APPRECIATION	4
Executive Summary	5
Main Findings	
Recommendations	8
Part 1 – Introduction	9
Background Information	9
Audit Mandate	11
Audit Objective	12
_Audit Scope	12
Part 2 – Audit Findings	13
Absence of a Contractual Agreement	13
Expenditure Exceeded Budgeted Amount	14
Overpayment of Project Management Fees	14
Failure to report overpayment to the Comptroller of Accounts and the Auditor	General 15
Outstanding Payments due for the Project	16
Part 3 – Conclusion	19
Part 4 – Client's Comments	20
Appendix 1	23
Methodology	23
Interviews and discussions held with key personnel	23
Document Review at the Ministry of Works and Transport and NIDCO	24
Review of Cabinet Minutes	24
Site Visit	24
Appendix 2	25
Bibliography	25

ACKNOWLEDGEMENT AND APPRECIATION

The Auditor General gratefully acknowledges the kind assistance and co-operation given to staff of the Auditor General's Department during the conduct of this audit by the following:

- The Permanent Secretary, Director of the Coastal Protection Unit and staff of the Ministry of Works and Transport.
- The Chief Executive Officer and staff of National Infrastructure Development Company Limited

Sincere appreciation is also extended to the officers of the Auditor General's Department whose efforts contributed to the successful completion of this assignment.

Executive Summary

The Coastal Protection Unit of the Ministry of Works and Transport (the Ministry, formerly the Ministry of Works and Infrastructure), was created in an effort to preserve and rehabilitate areas of coastlines subject to coastal erosion, instability and flooding.

One such project entrusted to it, was the **Shore of Peace Stabilization Project (the Project)**. This project was selected to examine the executing agency's compliance with its procurement practices consistent with its established procurement procedures.

In conducting the audit, the internal procurement policies of the executing agency were reviewed and used to assess the findings of our special audit.

We found that generally, there was compliance with internal policies and procedures, however there were areas where additional costs incurred could have been minimized.

The approved estimate of the Project was TT\$46.5Mn. Total monies paid amounted to TT\$46,309,393.38.

After the finalization and subsequent issuance of this report, the Caribbean Organization of Supreme Audit Institutions (CAROSAI) of which Trinidad and Tobago is a member and in partnership with the Inter-American Development Bank (IDB) intends to use this report in a compendium with other CAROSAI members' reports.

The IDB have committed funds for the preparation of the compendium procurement audit report that will provide an insight into the procurement practices from a regional perspective.

Main Findings

1. Absence of a Contractual Agreement

Cabinet of the Government of the Republic of Trinidad and Tobago authorized the then Ministry of Works and Infrastructure (the Ministry) to enter into a contractual agreement with the National Infrastructure Development Company Limited (NIDCO) to carry out works on the Shore of Peace Cremation Site. A Letter of Intent (LOI) and a Memorandum of Understanding (MOU) were prepared, however a contract was not executed.

2. Expenditure exceeded budgeted amount

Cabinet approval was seen for expenditure to be incurred up to TT\$46.5Mn. however expenditure inclusive of all moneys outstanding totalled TT\$48,509,305.69. The Ministry would have to approach the Cabinet for additional funding to cover the expenditure.

3. Overpayment of Project Management Fees

Due to the absence of a formalized contract between the Ministry and NIDCO, it was left up to the parties to determine whether the LOI or MOU was the correct document to determine Project Management Fees. The Ministry used the Letter of Intent (interest rate of 3.5 percent of the contract sum) while NIDCO used the Memorandum of Understanding (interest rate of 7.5 percent of the contract sum) resulting in an overpayment to NIDCO of TT\$1,356,216.79.

4. Overpayment not reported to the Comptroller of Accounts and the Auditor General

The overpayment which was discovered in 2016 was not reported to either the Comptroller of Accounts or the Auditor General as at the signing of this Report. The amount of TT\$1,356,216.79 remained outstanding to the Ministry.

5. Outstanding Payments due for the Projects

The Ministry was obligated to pay the Interim Payment Certificates within 56 days after the receipt of the Statement and supporting documents. This was not done which resulted in an additional interest charge of TT\$1,244,795.83. This was not paid as at the signing of this Report.

6. Coastal Restoration

The Ministry carried out a three month assessment of the shoreline and coastal defense infrastructure in 2013 which revealed that there were widespread loss of coastline and land due to aggressive oceanic currents. The coastal restoration works on the Shore of Peace Cliff was considered urgent based on the findings of the study.

Recommendations

- 1. The Ministry in order to avoid any issue or complications as to the terms and conditions in a project should ensure that there is a signed agreement between both parties.
- 2. The Ministry would have to approach Cabinet for additional funds in order to cover all outstanding expenditure.
- 3. The internal controls need to be strengthened ensuring that the necessary checks and balances are done throughout the procurement process and not just at the end. Overpayments would then be discovered promptly and dealt with immediately.
- 4. Independent legal advice should be sought where there is doubt over the interpretation of the Ministry's obligations.
- 5. The Ministry should ensure that any and all overpayments are reported to the Comptroller of Accounts and the Auditor General as required by Financial Instruction 164 (1-2).
- 6. The Ministry should ensure that prior to the commencement of any project that funds are identified so that there are no delays in the project. Also that there should be timely consultation with the Ministry of Finance so that there are no delays in the release of the necessary funds to meet its contractual obligations on the project.
- 7. The Ministry should ensure that there is continued monitoring of the coastline by the relevant agencies to prevent the recurrence of a massive erosion that requires urgent attention.

Part 1 – Introduction

- 1.1 The Shore of Peace Cremation Site also known as the Mosquito Creek Cremation Site is located at the mouth of the Godineau River along the Southern Main Road, South Oropouche.
- 1.2 An adjacent site was originally used by the United Hindu Organisation for funeral cremations. However, the land began to erode and they asked the owners of the site now known as the Shore of Peace for an acre of land. On June 16, 1970, permission was granted by the owners to use a parcel of five acres. Two of the original five acres have since eroded. Today people of many religious faiths use the facility.
- 1.3 For the last 45 years, Government have been using the land free of charge to carry out cremations. On March 2, 1983, the then St. Patrick County Council officially took charge of the site and charges a fee of TT\$100.00 per cremation by the Siparia Regional Corporation for the maintenance of the site.
- 1.4 The Shore of Peace Cliff Stabilization works became urgent due to significant threat to the coastal infrastructure. The sand and clay cliffs along the southwest shoreline became defenseless to coastal erosion driven by natural coastal processes. The completion of the project was necessary, due to the risk that the cliff may cave-in, causing injury to the users of the facility.

Background Information

- 1.5 The findings of a preliminary assessment undertaken by the Ministry of the physical state of the shoreline and coastal defense infrastructure of Trinidad was submitted to and noted by Cabinet in August 2013.
- 1.6 The assessment was conducted over a three month period from October 15, 2012 to January 15, 2013. It outlined the cumulative coastal erosion and infrastructural dilapidation which included widespread loss of land on the country's coastal zones, increased salination of near coast water reservoirs, increased risk to fragile ecosystems, and destruction of public

infrastructure and private properties. Restoration work is a costly burden on the State and private citizens.

1.7 The Ministry proposed a strategic rationalization of the delivery of its coastal protection mandate to allow for properly planned and efficiently executed coastal remediation and climate change adaptation initiatives.

Part of this initiative was:

- A three-year Coastal Protection Programme of Critical Works designed to immediately address the most urgent of the coastal instability cases elaborated in the Report.
- The Establishment of a Coastal Protection Unit equipped with sixteen (16) specialized staff to, inter alia, focus on the execution of this programme of critical works and to assist in the realization of the Government's policies regarding coastal management.
- 1.8 Some of the core activities of the Coastal Protection Unit were to:
 - Prevent coastal erosion
 - Design and construct Hydraulic and Coastal Structures
 - Develop and implement policies, plans, standards, regulations, rules and requirements for the prevention of coastal erosion
 - Maintain sea defenses

1.9 Cabinet then agreed:

- a) to the implementation by the Ministry of a three year Critical Coastal Protection Programme to address the most crucial of coastal erosion, instability and flooding cases along the coastline of Trinidad, at an estimated cost of TT\$152.3 million;
- b) that in accordance with the provisions of section 20(A)(1)(c) of the Central Tenders Board Act Chap. 71:91, Government (through the Ministry) enter into a contract with the National Infrastructure Development Company Limited (NIDCO) for the

- provision of procurement services in relation to the implementation of the Critical Coastal Protection Programme;
- to approve a budget of TT\$52.8 million for the implementation in 2014 of year one works under the Programme;
- d) that the Minister of Works and Infrastructure amend and reprioritize, as necessary, the projects to be included in the Programme;
- e) by Cabinet Minute 3016 of October 30, 2014 agreed inter alia to:
 - An increase in the budget for the Critical Coastal Protection Programme of the Ministry Works and Infrastructure from TT\$152.3 million to TT\$423.3 million, that is by an estimated sum of TT\$271 million for several projects including this Project.
- 1.10 The National Infrastructure Development Company Limited (NIDCO, the Executing Agency) is a limited liability company that was established in 2005 by the Government of the Republic of Trinidad and Tobago as a Special Purpose State Enterprise. It is 100% owned by the Government and was created to increase the rate of implementation of the Government's expanded Public Sector Investment Programme, and to undertake projects in areas critical to the overall national development. More specifically, NIDCO has been charged with responsibility for providing procurement, project management and construction management services and ensuring that the execution of Government's policy initiatives is done in a manner that is timely, transparent, efficient and effective.

Audit Mandate

1.11 The Constitution of the Republic of Trinidad and Tobago, section 116 (2) states:

[&]quot;The public accounts of Trinidad and Tobago and of all officers, courts and authorities of Trinidad and Tobago shall be audited and reported on annually by the Auditor General, and for that purpose the Auditor General or any person authorised by him in that behalf

shall have access to all books, records, returns and other documents relating to those accounts."

The Exchequer and Audit Act Chapter 69.01, section 9(2)(c) states:

"all money expended has been applied to the purpose or purposes for which the same was granted by Parliament and that such expenditure conforms to the authority which governs it and has been incurred with due regard to the avoidance of waste and extravagance;"

Audit Objective

1.12 The Audit Objective was to obtain reasonable assurance on whether the executing agency complied with applicable rules and regulations relating to the procurement of goods and services on the Project under the Coastal Protection Programme.

Audit Scope

1.13 The subject matter of this audit was the procurement practice of the executing agency for the award of a contract to implement the project and the management of the contract during the financial years 2014 to 2016.

Part 2 – Audit Findings

Absence of a Contractual Agreement

The Central Tenders Board Ordinance of 1961 Chapter 71:91 Section 20A (1)(c) gives the authority for the Ministry of Works and Transport (formerly Ministry of Works and Infrastructure) to enter into a contract with the National Infrastructure Development Company Limited (NIDCO) a wholly owned State Company.

"20A (1) Notwithstanding the provisions of section 20(1), the Government may act of its own behalf where-

(c) ...a company which is wholly owned by the State, for the supply of articles or for the undertaking of works or services in connection therewith;"

Although mechanisms were available to facilitate a contractual agreement between the Ministry and NIDCO, this was never drawn up. A contract would have allowed both parties to be bound by a legal document which would have stated the expectations and how conflicts would be resolved.

Contracts which are legally enforceable in a court of law often represents a tool that entities use to safeguard their resources. It reduces the risk of being sued by making sure that all parties agree to the terms of the agreement and by signing the contract attest to this, thus reducing confusion.

The documentation which were used by both parties to conduct the operations were the Memorandum of Understanding and the Letter of Intent. Both entities followed the document that was beneficial to themselves which resulted in a disparity in the interpretation of the fees due.

Expenditure Exceeded Budgeted Amount

The Cabinet of the Republic of Trinidad and Tobago by Cabinet Minute Number 3016 of October 30, 2014 approved expenditure for the Shore of Peace Coastal Cliff Stabilization Works totalling TT\$46.5Mn. This represents an increase of TT\$39.5Mn in the previously approved estimated amount of TT\$7Mn.

During the life of the project, expenditure was incurred amounted to TT\$48,509,305.69 with payments totalling TT\$46,309,393.38 and a balance of TT\$2,199,912.31 remain outstanding. **Figure 1** shows a breakdown of the outstanding amount.

Figure 1 - Breakdown of amount outstanding

Particulars	Amount (\$)	
Fees owed for late payment	1,133,298.63	
Finance charges	111,497.20	
Half of Retention	907,753.08	
Outstanding reimbursable claim	47,363.40	
Total	2,199,912.31	

Source: Coastal Protection Unit's Records

With the increased cost for the project, the Ministry will have to approach Cabinet for additional funding. Had there been proper internal controls in place, the over expenditure would not have been significant. There is a need for stricter measures to be introduced by the Ministry when managing projects.

Overpayment of Project Management Fees

The processes and method of payment to the Project Manager should have been identified in the contract with the Ministry. These provisions would have provided the prerequisites for the right to receive payment, as well as to the methodology used for calculating the payment, the documentation for the processing of the payment, timing of the payment and the Project Manager's rights in the event the payment not made.

The Government's accounting system recognizes overpaid fees on any project as an outstanding debt according to Financial Regulation 83 which states:

"Every unauthorized payment and overpayment of ... other moneys constitutes a debt which is recoverable in full from the payee".

With the absence of a clear fee structure, it was left up to both the Ministry and NIDCO to interpret the documents as it related to them. The Ministry used the management fee identified in the Letter of Intent of 3.5%, which differed from NIDCO's rate of 7.5% as per the Memorandum of Understanding.

The disparity occurred due to incorrect fees being claimed by NIDCO and which were paid by the Ministry. The amount overpaid for Project Management Fees to NIDCO totalled TT\$1,356,216.79. The overpayment highlights weaknesses in the internal controls at the Ministry and that stricter measures are needed.

The Ministry should ensure that the persons entrusted in key positions should be made aware of their responsibilities regarding the payment procedures. Having established procedures and conformity to same minimizes the risk of delayed payments and potentially costly disputes.

Failure to report overpayment to the Comptroller of Accounts and the Auditor General

The management and reporting functions of finances released to any agent of the public sector are stated clearly in the laws and financial directives of the Republic of Trinidad and Tobago. The public officer in whom this responsibility is vested, is the Accounting Officer.

The Financial Instructions provide guidelines to the Accounting Officer on the reporting function as it relates to overpayments. Financial Instruction 164 (1-2) states:

- "(1) When an unauthorized payment or overpayment is discovered, a report, in triplicate, shall be prepared by the Accounting Officer concerned.
- (2) The original and duplicate shall be forwarded to the Comptroller of Accounts and the triplicate to the Auditor General."

The Accounting Officer did not comply with the financial directives by reporting the overpayment of Management Fees to NIDCO totalling TT\$1,356,216.79 to the Comptroller of Accounts and the Auditor General.

Failure to report the overpayment highlights non-compliance with the Financial Directives that govern the Public Service. The overpaid funds could have been utilized for additional services in the Ministry, also if not classified as an overpayment, the information in the Notes to the Accounts of the Financial Statement would have an understated figure representing overpayments.

The Comptroller of Accounts and the Auditor General were unaware of the overpayment and the Ministry was unsure how the funds would be recovered. There is need for the Ministry to ensure that there are adequate internal controls for prompt identification and reporting of overpayments to the Comptroller of Accounts and the Auditor General.

Outstanding Payments due for the Project

Funding for all Ministries and Departments are released by the Ministry of Finance. When undertaking any project the Ministry has a duty to ensure that funding is available so that all payments are made to the contractors when due. Noncompliance would result in late charges and interest payments.

All Contractors, Ministries and Departments that embark on projects are guided by the International Federation of Consulting Engineers (FIDIC) Red Book (Conditions of Contracts for Constructions). Sub-Clauses 14.7(b) and 14.8 of this book gives the Contractor the right to charge for late payment of fees:

Sub-Clause 14.7 (b) states:

"The Employer shall pay to the Contractor:

(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents..."

Sub-clause 14.8 states:

"If the contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification and without prejudice to any other right or remedy."

At the time of writing this report the Ministry remains indebted to the Contractor for the sum of TT\$1,244,795.83 representing interest payments caused by delays in making interim payments. The Ministry made an advance payment of TT\$4,763,382.08 at the commencement of the project and the fourteen (14) interim payments were made during the period May 12, 2015 to July 08, 2016 after the due date, ranging from four (4) to two hundred and sixty-two (262) days. (**Figure 2**).

Figure 2 – Delayed Interim Payments

Payment Number	Date Due	Date Paid	No. of days late	Amount Paid (\$)	Interest Paid (\$)
1	12/05/15	18/05/15	6	850,939.74	1,182.09
2	17/07/15	21/07/15	4	1,259,659.79	1,110.56
3	06/08/15	27/08/15	21	1,030,954.55	4,782.66
4	31/08/15	30/09/15	30	3,923,004.44	26,029.83
5	06/10/15	22/02/16	139	3,842,136.41	119,850.41
6	29/10/15	22/02/16	116	4,104,850.53	106,621.99
7	14/12/15	13/04/16	121	3,191,284.91	158,923.14
8	31/12/15	13/04/16	104	1,422,642.64	65,871.86
9	29/01/16	17/10/16	262	2,545,106.78	159,766.85
10	02/03/16	17/10/16	229	3,873,039.62	211,562.95
11	25/03/16	17/10/16	206	2,514,054.94	123,155.17
12	29/04/16	17/10/16	171	2,172,335.77	89,875.26
13	31/05/16	17/10/16	139	1,928,112.65	64,565.86
14	08/07/16	31/10/16	115	1,598,212.71	111,497.20
Total		-		34,256,335.48	1,244,795.83

Source: Coastal Protection Unit's Payment Schedule

In addition to the interest payment of TT\$1,244,795.83 there also is an amount of TT\$47,363.33 representing an outstanding reimbursable claim from NIDCO. The 2017/2018 Estimates of Expenditure showed no evidence that the Ministry of Finance had made any provisions to cover the outstanding payments.

Problems such as cash flow issues and increased finance charge on capital borrowing affects the construction industry when payments are not made by the due dates. Timely payments contributes to the success of any project. It would result in savings by the Ministry which could have been utilized for other projects. Funds must be identified prior to the commencement of any Project.

Part 3 – Conclusion

It was determined that:

- 1) Tender procedures for the procurement of the services of the Contractor were in compliance with NIDCO's policies and procedures;
- 2) Contracts executed between NIDCO and the Contractor were done in accordance with the FIDIC Conditions of Contract for Construction Red Book;
- 3) Contracts executed between NIDCO and the Contractor and the Engineer were done in accordance with the FIDIC Conditions of Contract for Construction Red Book; and
- 4) The Ministry of Works and Transport did not fulfill the instructions of Cabinet to enter into a contract with NIDCO. This would have led to the determination of the correct fees or prevention of the overpayment of Project Management Fees.
- 5) A site visit to the Shore of Peace revealed that the remedial work undertaken has been successfully completed and that the retaining wall constructed is effective in preventing the coastline from further erosion.

25th SEPTEMBER 2018



MAJEED ALI
AUDITOR GENERAL

Part 4 – Client's Comments

COMMENTS OF THE MINISTRY AND WORKS AND TRANSPORT ON THE REPORT OF AUDITOR GENERAL OF TRINIDAD AND TOBAGO ON A SPECIAL AUDIT OF THE SHORE OF PEACE COASTAL CLIFF STABILIZATON WORKS

1 Main Findings

Page 5, Bullet Point 1-Absence of a Contractual Agreement

1.1 Given the number of projects being undertaken by the National Infrastructure Development Company (NIDCO) on behalf of the Ministry of Works and Transport it has been challenging in ensuring a contract is entered into subsequent to the signing of the Letter of Intent. The Ministry is taking steps to develop standardized documents to address this issue.

1.2 Page 5, Bullet Point 2 - Expenditure exceeded budgeted amount

• The Ministry is in the process of coming to agreement on all outstanding arears with all outstanding arears with a view to approaching Cabinet.

1.3 And 1.4 Page 5 Bullet Points 3 & 4 Over payments of Project Management Fees and Overpayments not reported to the Comptroller of Accounts and the Auditor General

• The Ministry will take the necessary steps to address these anomalies.

1.5 Page 6, Bullet Point 5 – Outstanding Payments due to the Project

Whilst the Ministry was obligated to pay the Interim Payment Certificates within 56 days after receipt of the Statement and Supporting documents, it is noted that the Ministry through its agents certified all payments well within the 56 days. The Ministry's inability to make payment within the 56 days is attributable to delayed receipt of warrants and release of funds with which to effect payments.

2 Recommendations

2.1 Page 7 Bullet Point 3

• As discussed at meeting with the representative s of the Auditor General's department revised Internal Controls have been established which were outlined. It would have been appreciated this was cited in the main findings if the Auditor General's Department found that the newly instituted internal controls were lacking. The Ministry would welcome any further guidance.

2.2 Page 6, Bullet Point 5 – Outstanding Payments due to the Projects

• Whilst the Ministry was obligated to pay the Interim Payments Certificates within 56 days after receipt of the Statements and Supporting documents, it is noted that the Ministry through its agents certified payments well within 56 days. The Ministry's inability to make payment within the 56 days is attributable to delay receipt of warrants and release of funds with which to effect payments.

2.3 Page 7, Bullet Point 6

• The Ministry received a Confirmation of Availability of Funds for the project prior to an award of contract. This Confirmation of Availability of Funds is instrument that ensures that prior to the commencement of any project funds are identified over the project life.

It is noted that the Ministry has, during the life of The Project, consulted with the Ministry of Finance – Permanent Secretary, Budget Division etc. with regards to outstanding payments on this and other projects. It is noted that during the life of the project payments were more than 100 days despite the Ministry's intercession to the Ministry of Finance. It is recommended that delayed provision of warrants and release of funds be flagged as it is an endemic challenge in contract administration for the Ministry.

2.4 Page 7, Bullet Point 7

• Monitoring of the coastline will not prevent 'massive erosion' requiring urgent attention from occurring. It is noted that the 'urgency' with which some projects are being addressed is attributable to the fact that coastal erosion is a historic phenomenon for which there was no targeted programme to address its effect on a national scale, until the establishment of the Critical Coastal Protection Programme in 2013 and the Coastal Protection Unit in 2014. For example the significant impact of erosion along the Shore of Peace site was observed in the early 1990s.

Notwithstanding the above, the Ministry has recognized the role of monitoring and data collection and analysis in decision making going forward and has received approval for the inclusion of the Comprehensive National Coastal Monitoring Programme under the umbrella Critical Coastal Protection Programme. The Ministry is currently pursuing this sub-programme.

3 Part 1-Introduction

3.1 Page 9, Bullet Point 1.8

The core activities of the Coastal Protection Unit are:

- Execute MOWT's coastal protection mandate
- Deliver the Critical Coastal Protection Programme
- Assist in the development of policies regarding coastal zone management and climate change, and shoreline management
- Implement GORTT's existing policies regarding the protection of the country's coastline and the adaptation to climate change
- Recommend a lasting course of action for the sustained delivery of the MOWT's mandate for the management of coastal erosion and flooding

4 Part 2 - Audit Findings

4.1 Page 13, Expenditure Exceeded Budgeted Amount

The report indicates that "had there been proper internal controls in place, the over expenditure would not have been significant". However, Ministry notes that a significant portion of the increase in project budget is attributable to the financing charges totalling \$1,244,795.83. The financing charges claimed by the Contractor are not attributable to the internal controls of the Ministry but delay pay1hents. Kindly refer to comment 2.1 and 4.2.

4.2 Outstanding Payments for the Project

The Ministry received a Confirmation of Availability of Funds for the project prior to an award of contract. This Confirmation of Availability of Funds is instrument that ensures that prior to the commencement of any project funds are identified over the project life.

The Ministry notes that fourteen interim payments were made to the Contractor during the life of the project, all of which were paid after the contractually due date. However, the Ministry also notes that all payment requests for warrants/release of funds were submitted to the Ministry of Finance within the contractual period for payment of 56 days after the Engineer received the Statement and supporting documents. The Ministry has made several interventions towards facilitating outstanding payments on this and other projects. The Ministry notes that the provision of warrants and release of funds is outside the direct control of the Ministry.

Appendix 1

Methodology

- 1. The aim of our study focused on the procurement process of NIDCO for the Shore of Peace Coastal Cliff Stabilization Works Project and the involvement of the Coastal Protection Unit in achieving its objective.
- 2. The main aspects of our fieldwork occurred during the month of August 2017, are listed below:
 - Interviews and discussions with key personnel of the Coastal Protection Unit,
 Ministry of Works and Transport and NIDCO;
 - Review of documentation at the Ministry of Works and Transport and NIDCO;
 - Review of Cabinet Minutes;
 - Analysis of financial data at the Ministry of Works and Transport and NIDCO; and
 - Site visit to the Shore of Peace Project Site.

Interviews and discussions held with key personnel

- 3. Ministry of Works and Transport: The interviews and discussions covered the Ministry's roles and responsibilities in relation to NIDCO and the project. Interviews and discussions were held with the:
 - Permanent Secretary
 - Director, Coastal Protection Unit; and
 - Project Accountant
- 4. Interviews were held with the Project Engineer and the Corporate Secretary of NIDCO with a view to assessing whether the procurement process was carried out in accordance with established guidelines.

Document Review at the Ministry of Works and Transport and NIDCO

5. The review of documents at the Ministry of Works and Transport relating to their oversight function as well as financial matters. The documents related to the procurement process were reviewed at NIDCO.

Review of Cabinet Minutes

6. An analysis of the Cabinet Minutes was done in order to verify all approvals of expenditure for the project.

Site Visit

7. On Monday, June 11, 2018 a visit was made to the project site in order to view the completed works and to assess whether the work undertaken was completed.

Figure 3 – Pictures from Site Visit





Bibliography

- Ministry of Works and Infrastructure: Stability Assessment of the Coastline and Coastal Infrastructure in Trinidad, 18th January 2013
- 2. International Federation of Consulting Engineers Conditions of Contract for Construction for Building and Engineering Works by the Employer Red Book First Edition 1999
- NIDCO: Project Management Plan for the Shore of Peace Cliff Stabilization Works, 19th March 2015
- 4. Cabinet Minutes
- 5. NIDCO: Procurement Policies and Procedures, 29th June, 2006
- 6. Ministry of Works and Infrastructure: Letter of Intent, 10th November 2014
- Ministry of Works and Infrastructure and NIDCO: Memorandum of Understanding, 19th May 2015
- 8. NIDCO: Board of Directors Minutes, 4th September 2014
- 9. NIDCO: Tender Committee Minutes, 18th December 2013
- 10. NIDCO's Tender Documents:
 - Application to issue tender,18th December 2013
 - Tender Evaluation Report, 4th June 2014
 - Award letter to Contractor, 5th January 2015
 - Contract with:
 - ✓ Contractor, 27th January 2015
 - ✓ Engineer, 9th February 2015
 - Monthly Progress Reports
- 11. Ministry of Works and Infrastructure Coastal Protection Unit: Financial Documents, 2014 to 2017
- 12. NIDCO: Report on Negotiations with Contractor, 4th August 2014
- 13. State Enterprises Performance Monitoring Manual