



**ESTIMATED PRICES FOR THE
TRANSPORT CONTRACTORS PREQUALIFICATION
2017**

CONTENTS

1.0	PREFACE	3
2.0	FREQUENCY OF SERVICES AND PRICES	3
	TRANSPORTATIONS OF CONTAINERS PER YEAR	3
	TRANSPORTATIONS USING FLATBED TRAILERS PER YEAR	4
	OFF-LOADING OF POLES PER YEAR	5

1.0 PREFACE

Contractors are required to insert prices on the following tables and submit in a separate sealed envelope. These prices will be used to develop standard unit prices which the Commission will use to pay for transport services rendered by prequalified contractors.

2.0 FREQUENCY OF SERVICES AND PRICES

TRANSPORTATIONS OF CONTAINERS PER YEAR

(please insert prices)

	DESTINATIONS		20 ft containers	Cost per trip/TT\$	40 ft containers	Cost per trip/TT\$
From To	POS Port Central Warehouse King Village California	Quantity	50		150	
From To	POS Port Arima Stores Tumpuna Road, Arima	Quantity	30		100	
From To	POS Port Public Lighting Department, Reform Village	Quantity	<10		<10	
From To	Pt. Lisas Port Central Warehouse King Village, California	Quantity	15		50	
From To	Pt. Lisas Port Arima Stores Tumpuna Road, Arima	Quantity	10		30	
From To	Pt. Lisas Port Public Lighting Department, Reform Village	Quantity	<10		<10	
From To	Central Warehouse Arima Stores	Quantity	<10		<10	

Contractor stamp and authorized signature

TRANSPORTATIONS USING FLATBED TRAILERS PER YEAR

(please insert prices)

	DESTINATIONS		20 ft cargo	Cost per trip/TTS	40 ft cargo	Cost per trip/TTS
From To	POS Port Central Warehouse, Dow Village California	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	POS Port Arima Stores, Tunpuna Road, Arima	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	POS Port Public Lighting Department, Reform Village	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Pt. Lisas Port Central Warehouse, Dow Village California	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Pt. Lisas Port Arima Stores, Tumpuna Road, Arima	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Pt. Lisas Port Public Lighting Department, Reform Village	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Central Warehouse Public Lighting Department, Reform Village	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Central Warehouse Arima Stores	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Central Warehouse T&TEC Tobago locations	Quantity	<u>Varies</u>		<u>Varies</u>	
From To	Arima Warehouse T&TEC Tobago locations	Quantity	<u>Varies</u>		<u>Varies</u>	

Contractor stamp and authorized signature

OFF-LOADING OF POLES PER YEAR

(please insert prices)

ITEM	LOCATION		40 ft cargo	Cost per cargo/ TT\$
10m Steel poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
12m Steel poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
17m Steel poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
21m Steel poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
10m Concrete poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
12m Concrete poles	Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	
10m Steel poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
12m Steel poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
17m Steel poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
21m Steel poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
10m Concrete poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
12m Concrete poles	Arima Warehouse, Tumpuna Road, Arima	Quantity	<u>Varies</u>	
10m Steel poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	
12m Steel poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	
17m Steel poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	
21m Steel poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	
10m Concrete poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	
12m Concrete poles	T&TEC Tobago locations	Quantity	<u>Varies</u>	

Contractor stamp and authorized signature



**PREQUALIFICATION
FOR
TRANSPORT CONTRACTORS
2017**

CONTENTS

Contents

1.0	PREFACE	3
2.0	INSTRUCTIONS TO TENDERER	4
3.0	GENERAL CONDITIONS OF CONTRACT	5
4.0	SERVICE REQUIREMENTS	8
4.1	TRANSPORT OF 20FT AND 40FT CONTAINERS AND TRAILERS	8
4.2	OFF-LOADING OF POLES AND OTHER MATERIAL FROM CONTAINERS.....	9
4.3	TRANSPORT OF POLES AND MATERIALS INCLUDING OFF-LOADING TO T&TEC IN TOBAGO.	9
4.4	WORK EXECUTION COSTS	9
5.0	SPECIFIC SAFETY RULES FOR TRANSPORTATION OF MATERIAL.....	10
6.0	PREQUALIFICATION FORMS	15
7.0	INSURANCE REQUIREMENTS.....	29
8.0	PERFORMANCE BOND.....	31
9.0	AGREEMENT	36
10.0	FREQUENCY OF TRANSPORTATION.....	48
11.0	EVALUATION CRITERIA.....	50
12.0	GENERAL SAFETY PROCEDURE FOR CONTRACTORS	51

1.0 PREFACE

1.1 The Trinidad and Tobago Electricity Commission invites contractors to tender for the transportation of cargo:

- (i) From the Port of Spain and Point Lisas Ports to its Central Warehouses at King Village, California and Arima Warehouse at Arima Tumpuna Road, and the Public Lighting Department Warehouse, Reform Village, Gasparillo.
- (ii) Among our Warehouses as per the above locations.
- (iii) Between Trinidad and Tobago and from our Warehouses to Tobago and vice versa.
- (iv) Off-loading poles at various warehouses.
- (v) Transportation and off – loading of poles on flatbed trucks from Trinidad to Tobago, Central Warehouse to various areas in South, East and West of Trinidad and Tobago.

It is intended that the services of the successful contractors will be required for a period of three (3) years in the first instance.

Payment will be made on the basis of the unit rates after negotiation with successful contractors.

1.2 The successful contractor(s) shall be required to enter into and execute a service agreement with the Commission. He shall also be required to provide, at his own expense, performance guarantee jointly with a local bank or insurance company approved by the Commission for a value of \$200,000.00 for the three (3) year duration.

Finally the contractors shall be required to indemnify the Commission against claims arising out of the Contract.

1.3 The contractors are required to submit all of the information requested in the tender particularly Section 5 – Pre-qualification Forms.

2.0 INSTRUCTIONS TO TENDERER

2.1 CONTENTS OF PACKAGES

The Pre-qualification Package will contain the following documents:

1. Completed application form for registration inclusive of all attachments.
2. Insurance documents. Note that the Commission requires insurance documents exactly as the template. Successful contractors shall be required to comply with this.
3. Service Level Agreement for the works to be performed.

2.2 MINIMUM REQUIREMENTS

Contractors must obtain a minimum score for each criterion as outlined in section 11 in order to be prequalified.

2.3 VALIDITY PERIOD

All rates shall be valid for two (2) years.

2.4 PERFORMANCE BOND

- 2.6.1 For the accepted bid(s), a performance bond/ guarantee must be furnished to the Commission, which must be valid for at least 1 year, and renewed for the duration of the award.
- 2.6.2 Upon successful performance the performance bond will be released. In the event of non-performance it will be forfeited, accordingly.

FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS MAY RESULT IN DISQUALIFICATION.

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the Contract otherwise requires:-

- 3.1.1 "Commission" means the Trinidad and Tobago Electricity Commission of 63 Frederick Street, Port of Spain.
- 3.1.2 "Contract" means the general conditions of contract, specifications, tender and contract agreement.
- 3.1.3 "Contractor" means the person or persons, firm or company whose tender has been accepted by the Commission and includes his appointed supervisors.
- 3.1.4 "Contractor's Equipment" means tools, slings, trucks, trailers, tractor and other equipment which the Contractor shall use for completion of the Works.
- 3.1.5 "Manager" means the officer of the Commission who may be appointed to supervise the Contract on behalf of the Commission.
- 3.1.6 "Site" means the actual place or places at which the cargo is to be off-loaded or where work is to be done by the Contractor, together with so much of the area surrounding the said place or places as the Contractor shall with the consent of the Manager actually use in connection with the Works.
- 3.1.7 "Works" means all the work to be executed in accordance with the Contract.
- 3.1.8 "Standby Rate" means the rate applicable when a vehicle/ vehicles is/are hired but for some reason the Commission is unable to take delivery or execute the Works.
- 3.2 The Contractor shall be deemed to have examined the routes, and the final destinations and to have obtained on his own responsibility and at his own expense any additional information which he considers necessary for the completion of his tender.
- 3.3 The Contractor shall be required to produce the Inspection Certificates for all vehicles to be used in the Commission's service. All such certificates are to be

presented to the Manager for his inspection during the first week of the year of the Contract. The Commission shall require the tenderer to submit copies of up-to-date Inspection Certificates for his vehicles during the evaluation of the Tender.

- 3.4 The Contractor shall be required to insure and keep insured, vehicles used to transport goods for the Commission during the life of the Contract. Such insurance shall be in accordance with the requirements and regulations of the relevant authority and certificates of insurance shall be presented to the Manager by the Contractor for his inspection during the first week of each year of the Contract. The Commission shall require the Contractor to submit up-to-date certificates of insurance for his vehicles during the evaluation of the tender.
- 3.5 The Contractor shall, so far as is reasonable, be required to keep a telephone and a facsimile machine in working order at his office and be in contact with the Commission's Customs Section or the Manager every morning and afternoon. An email address would also be acceptable.
- 3.6 If the Contractor shall neglect to perform the works with due diligence and expedition, or shall refuse or neglect to comply with any reasonable instruction given to him by the Commission's Manager in connection with the performance of the works or shall contravene the provisions of the Agreement, the Commission may give notice in writing to the Contractor to make good such failure or neglect, at the Contractor's own expense. In the event that the Contractor fails to rectify the fault or defaults within seven (7) days of the said notice, the Commission shall be entitled to suspend works or discontinue utilizing the services of the contractor until further notice.
- 3.7 The Commission shall not be responsible for payment except for the Value Added Tax payable to properly constituted authorities in Trinidad and Tobago to which the Contractor may be liable in the performance of the Works.
- 3.8 The Contractor shall take every precaution to protect against loss or damage to cargo, and shall be held liable for any such loss or damage due to negligence on his part and/or failure of any part of his equipment.
- 3.9 The Contractor shall in respect of all his employees on the job, conform to standard of safety equivalent to that adopted by the Commission in respect of his own employees. This standard of safety shall also apply with respect to members of the general public. The Contractor shall ensure that all employees to be used in the execution of the contract participate in a Safety Orientation Programme to be conducted by the Commission.
- 3.10 Any costs arising out of the non-availability of Contractor's equipment, inclusive of any costs incurred to the Commission and where such equipment

shall be reasonably required for carrying out the Works, shall be borne by the Contractor.

- 3.11 The Contractor will be required to provide the necessary equipment to transport goods within 24 hours of notification. If he cannot he must immediately advise to allow for alternate planning. The Contractor shall be required to remove all trailers/containers from the Commission's stores compound within forty-eight (48) hours after notification that the cargo has been cleared from the trailer/container. Thereafter, the Commission reserves the right to levy storage rent at the prevailing market rate.
- 3.12 The Contractor shall be responsible for the observation of the provisions of the preceding Sub-Clauses by any Sub-Contractor.
- 3.13 In the event that the Contractor shall make default in the performance of the provisions of the preceding Sub-Clauses or any of them, the Commission shall so notify the Contractor in writing and the Contractor shall have seven (7) days within which to remedy the default. In the event that the Contractor shall fail to remedy his default within the aforesaid period of seven (7) days the Contract shall ipso facto stand suspended and all operations there under shall cease.

4.0 SERVICE REQUIREMENTS

4.1 TRANSPORT OF 20FT AND 40FT CONTAINERS AND TRAILERS

- 4.1.1 The Customs Section of the Supplies Department will contact the Contractor to arrange the vehicle requirements. The Commission shall try as much as possible to give the contractor at least twenty four (24) hours' notice.
- 4.1.2 Once adequate notice is given the Contractor shall supply all the necessary vehicles required. The Contractor shall be responsible for all port costs incurred as a result of the delinquency of the contractor beyond this period.
- 4.1.3 In the case of emergencies the Contractor shall do his best to supply the necessary vehicles.
- 4.1.4 The Contractor will allow the Commission a minimum of 5 days (inclusive of the delivery and collection date) to off-load the containers without penalty.
- 4.1.5 Once the containers are off-loaded, the relevant warehouses shall contact the Contractor. The Contractor shall be required to remove the container within twenty-four (24) hours of notification. Any costs incurred after this advice shall be the responsibility of the Contractor.
- 4.1.6 Vehicles shall be safely loaded in accordance with the Trinidad and Tobago Police requirements while maximizing the load and space capability of the vehicle.
- 4.1.7 The Contractor shall be wholly responsible for obtaining the required permits from the relevant authorities, e.g. Ministry of Transport, Transport Commissioner's Office, and Traffic Police. The Commission is prepared to offer the Contractor assistance in this respect, by way of letter of introduction, if necessary.
- 4.1.8 The Contractor shall ensure that he is adequately covered by insurance for any accidental damage to equipment or injury to person while carrying out the works.

4.2 OFF-LOADING OF POLES AND OTHER MATERIAL FROM CONTAINERS

The contractor is required to provide a minimum of a 17-tonne lift truck for the use of off-loading poles from open top containers at either of the Arima and Central Warehouse facilities and the Public Lighting Department. The following are also required:

- 4.2.1 To provide equipment for use in safe off-loading 10m, 12m, 17m and 21m poles.
- 4.2.2 To provide a supervisor, an operator and four (4) riggers to execute the task
- 4.2.3 The contractor would be required to submit their methodology to safely off-load the poles from open top containers and stack them accordingly.

4.3 TRANSPORT OF POLES AND MATERIALS INCLUDING OFF-LOADING TO T&TEC IN TOBAGO

The contractor shall be required to carry out the following works in order to provide materials to T&TEC's Departments in Tobago.

- 4.3.1 Load and transport 10m, 12m, 17m and 21m poles to Tobago and off-load at Studley Park as directed.
- 4.3.2 Load & transport cables, conductor and other materials to Tobago and off-load at Cove Industrial Estate as directed.
- 4.3.3 Make the bookings to Tobago (all ticket costs will be reimbursed).

4.4 WORK EXECUTION COSTS

The contractor cost is to include –

- Mobilization and demobilization of equipment
- Off-loading of the materials
- Provision of the labor force to complete the job
- Provision of all necessary accessories (certified slings, chains etc.)

5.0 SPECIFIC SAFETY RULES FOR TRANSPORTATION OF MATERIAL

- 5.1 When a job is awarded to a contractor, the overall height from road level, width and length of the cargo must be measured and communicated to T&TEC. If the height is less than 15 feet then the route of travel must be along main roads however if the height is more than 15 feet then routes must be surveyed by T&TEC personnel to determine the safest route. Drivers must stay on the approved route unless advised or permission granted for an alternative by T&TEC.
- 5.2 Material must be secured to ensure no damage is sustained during the transport. Dunnage and other securing devices should be utilized to secure material as required in accordance with legal requirements.
- 5.3 All vehicles and load handling equipment should be suitable based on the cargo being transported and must be maintained in safe working order as per manufacturers' specifications and legal requirements.
- 5.4 All tools and equipment used for securing cargo must be regularly inspected for wear and damage. Inspection and maintenance arrangements should be in accordance with the manufacturers' guidelines.
- 5.5 Drivers should be appropriately licensed, trained, competent and have functional capacity to safely operate the vehicles and equipment.
- 5.6 All cargo to be transported must be secured in keeping with the requirements of the law and must not exceed the manufacturers' specifications or the legal load limitations of the vehicle.
- 5.7 All contractor personnel shall be safety oriented by T&TEC and only successfully oriented participants shall be allowed to conduct work for the Commission.
- 5.8 Contractors must ensure that a formal tailboard conference and a job hazard analysis be conducted and recorded before execution of a job. This should include, at least, the defined route, possible hazards, control measures for loads, safe speeds etc.
- 5.9 It shall be the duty of the contractor to acquaint himself with all the HSE Regulations regarding transport of containers and trailers. The contractor shall follow HSE requirements as applicable by laws, rules and regulations at all times during the period of the contract.

6.0 PREQUALIFICATION FORMS

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION



APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

LIST OF DOCUMENTS REQUIRED FOR PRE-QUALIFICATION

- Completed Application Form
- Reference from Bank, Credit Union etc.
- Company's Profile
- Audited Financial Data from a reputable audit/accounting firm for the past three (3) years (usually forwarded for financial assessment)
- A copy of the company's Safety Policy for ensuring individuals adheres to safety procedures and measures implemented by the company. They are also required to adhere to T&TEC's safety procedures at all times if given any contract.
- Copies of Tax, NIS and VAT Certificates/Clearance Certificates
- Certificates of Registration, Articles of Incorporation inclusive of Notice of Directors, Notice of Address and Notice of Secretary, Articles/Memorandum of Association etc.
- Résumés and Professional Certificates for Accountable Employee(s) as well as Alternate Employee(s) responsible for each Work Class(es). Details must be given on the employee's academic qualification and work experience. Note that references for employee(s) will be considered for Work Classes that do not require academic experience.
- Copies of Workmen's Compensation and Public Liability Insurance Policies
- Two (2) passport photos of Accountable Employees (for use in producing I.D.'s for employees)

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION



APPLICATION FOR REGISTRATION AS A CONTRACTOR **(PRE-QUALIFICATION FOR TRANSPORTATION)**

GENERAL

The Trinidad and Tobago Electricity Commission (T&TEC) has established three (3) works classes for the transportation of material for which contractors may prequalify or register.

The Applicant must be a registered business entity under the laws of the Republic of Trinidad and Tobago.

A Contractor and only one (1) affiliate will be eligible for pre-qualification or registration in the same work class. "Affiliate" means a subsidiary company or parent company or the registered business entity associated with and registered with T&TEC.

T&TEC reserves the right to register contractors deemed suitable to meet its contractual requirements and is not bound to register any contractor applying for pre-qualification or registration in accordance with the application.

THE PROCESS

1. Contractors shall review the three (3) work class definitions and decide for which work classes they wish to be pre-qualified.
2. Contractors may pre-qualify or register for all three (3) classes.
3. Contractors may complete only one (1) application for all work classes for which they wish to pre-qualify or register.
4. Contractors may complete sections 1, sub-sections 2.1, 2.2 and 2.5 of sections 2, sections 4 and 5 only once. However, contractors shall complete sections 2 and 3 for all work classes for which they wish to pre-qualify or register.

5. Contractors shall collect all the required documents as specified in the List of Documents Required for Pre-qualification and requested in the application.
6. Contractors shall complete all questions thoroughly in block letters. Applications deemed unresponsive will not be considered.
7. Supplementary pages may be inserted if required.
8. Contractors shall return the completed application together with all the supporting documentation to the Supplies Department, L.P. 846 Southern Main Road, King Village, California between the hours of 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m.

SUBMISSION OF APPLICATIONS

The completed Application Form together with all required documentation must be enclosed in a sealed envelope clearly marked "Pre-qualification/Registration of Transport Contractors" addressed to:

**The Supplies Manager
Supplies Department
Trinidad and Tobago Electricity Commission
Supplies Department
L.P. 846 Southern Main Road
King Village, California**

And must be deposited in the Tender Box located in the lobby of the above-mentioned address no later than 11:45 a.m. on _____

- Only Contractors who are registered or pre-qualified shall be approved to transact business with the Commission when required.
- Current Pre-qualified/Registered Contractors must also re-register
- Late Tenders and Tenders received after the closing date shall be considered.
- Failure to comply with these Tender Instructions may result in the application not being considered.
- The Commission reserves the right to cancel the present Tender in its entirety or partially without repaying any cost incurred by any contractor in submitting its application.

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

CONTRACTOR REG NO.

- E-Mail:**

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

SECTION 2: RESOURCES AND SAFETY

1. PERSONNEL SUMMARY –

	Permanent	Temporary	Contract
Managers			
Engineers/other Professionals			
Supervisors/Foremen			
Craftsmen			
Clerical			
Unskilled			
Total			

2. Indicate below details of the Company's work base for handling works and services for T&TEC

Address of Company's Main/Work Base to execute works		
Workshop Facilities		
Floor area 9sq m	Indoor:	Outdoor:
Telephone:	Telefax:	

3. Provide details (resumes and certificates) of key personnel who will be responsible for the works/services being applied for by the Company. (Please do not submit a list of all employees)
(Complete Attachment B)
4. List major equipment/tools owned or rented by the company and readily available for use.
(Complete Attachment C)
5. Safety
(Complete Attachment D)

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

SECTION 3: CONTRACT WORKS/SERVICES

1. Indicate below the Work Class and Contract Range for which your Company is applying and has the necessary resources, expertise and experience to perform.
Contractor should be capable of handling several contracts simultaneously.

For T&TEC's Use	Name of Work Class	Contract Range (*)

(*) Contract Range (\$000) - <10; <75; <350; >350

2. Qualification for Work Class. (Complete Attachment E for each Category).
3. Technical Qualification Checklist. (Complete Attachment F where indicated in the Invitation.)
4. Contractors applying for registration in any of the contract ranges indicated below are required to identify the T&TEC Office(s) that is (are) closest to their work base.

	Contract Range			
	<\$10,000	<\$75,000	<\$350,000	>\$350,000
Field (Base of T&TEC's operations)				
Arima (East)				
Port of Spain (North)				
Tobago (Scarborough)				
Pt. Lisas (Central)				
Pt. Fortin (South)				
Rio Claro (South)				
San Fernando (South)				

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR/PREQUALIFICATION

SECTION 4: FINANCIAL DATA

1. Financial information as indicated in the table below to be provided for the maximum contract range for which the contractor has applied in Section 3 (Item1).

Financial Reference/Statement	Range of Contract Works/Services			
	<\$10,000	<\$75,000	<\$350,000	<\$350,000
a) Provide Bank or other Financial Reference indicating financial ability to undertake simultaneously several jobs in the range of contract works/services applicable (Typical Reference shown in Annex 1) (Validity – three (3) months)				
b) Provide Annual Gross Revenue (Each of last three (3) years)				
c) Provide Audited Income and Expenditure Statements and Balance Sheets for the last three (3) years				
d) Provide clearance certificate(s) of payment for Income or Corporation Tax, VAT and NIS				

2. Has the applicant ever been liable for failing to comply with the fulfillment of any contract?

Yes: _____ No: _____

If yes, give details including matter currently in litigation and/or arbitration:

3. Is the applicant currently registered with T&TEC?

Yes: _____ No: _____

If yes, please indicate registration number

4. Was the applicant businesses formerly registered with T&TEC?

Yes: _____ No: _____

If Yes, please indicate registration number, name of predecessor business and if applicable, reason for termination of registration.

5. Has the applicant or any of its predecessor businesses ever been suspended from carrying out its contracting service while registered with T&TEC?

Yes: _____ No: _____

If Yes, give brief details indicating period of suspension.

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

SECTION 5: OTHER & DECLARATION

1. Other Information

2. Check References (Attach 4)

3. Declaration:

I hereby state that the information provided herein is true and correct.

Name of Official
(Block Letters)

Position in Company
(Block Letters)

Signature

Date

TYPICAL FINANCIAL REFERENCE

(Date)

PRIVATE AND CONFIDENTIAL

Trinidad and Tobago Electricity Commission
#63 Frederick Street
PORT OF SPAIN

Dear Sirs

(Name of Company)

The following information is provided at the request of our above-named client, 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) (five, six or seven) figure bracket have been marked for this account and are being handled to our satisfaction.

Their credit history is satisfactory and we do not think that they would enter into any obligations they could not fulfill.

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

Yours faithfully

(Signature)

(Position)

ATTACHMENT A

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

LIST OF OWNER/PARTNERS/SHAREHOLDERS AND DIRECTORS

NAMES OF OWNERS/PARTNER S/SHAREHOLDERS	POSITION IN COMPANY (Where Applicable)	ADDRESS OF OWNERS/PARTNERS/ SHAREHOLDERS	T&TEC Employee (Yes/No)	Any other T&TEC Registered Firm With Whom Associated	
				Name of Company/ Contractor	Association

NAMES OF DIRECTORS (INCLUDE COMPANY SECRETARY)	POSITION IN COMPANY (Where Applicable)	Address	T&TEC Employee (Yes/No)	Any Other T&TEC Registered Firm With Whom Associated	
				Name of Company/Contractor	Association

ATTACHMENT B

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FORM FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

LIST OF KEY (*) PERMANENT PERSONNEL RESPONSIBLE FOR WORKS/SERVICES

Name	No. of Years With Company	Position in Company	Nationality And Language Capability	Age	Technical/ Professional Qualification	Related Experience (Use Separate Sheet If Necessary)	Resume Attached (Tick if Applicable)

* - Manager, Engineer, Supervisor/Foreman, Technician and Draftsman

ATTACHMENT C

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

LIST OF MAJOR EQUIPMENT/TOOLS OWNED OR RENTED BY CONTRACTOR AND READILY AVAILABLE FOR USE IN T&TEC

Quantity	Description	Ownership (Indicate Whether Owned or Rented/Leased) (*)	Identification No. (Serial No./ Licence No.)	Age	Insurance		Remarks
					Name of Company	Date of expiry	

(*) For Equipment/Tools, which are rented or leased, a written agreement is to be provided showing arrangement for hiring.

ATTACHMENT D

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

SAFETY INFORMATION

YES	NO

- 1 a) Does contractor have a safety programme
b) Does contractor have a "New Employee Orientation Programme"

- 2 Frequency of Contractor Employees Safety Meetings

a) Weekly _____ b) Fortnightly _____ c) Monthly _____ d) Other _____

3. Does contractor conduct on-site safety inspections?

Yes: _____ No: _____

a) If yes, who conducts these inspections? (Position in Company) _____

b) Frequency of on-site inspections? _____

4. No of loss time injuries _____

ATTACHMENT E

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

WORK CLASS
REF: _____

WORK CLASS DESCRIPTION

Contractors applying for registration in the above Work Class will provide the following information:
(Complete Attachment F – Technical Qualification Checklist Where Applicable)

1. Identify below Key permanent Personnel in Attachment B who will be responsible for the specified Works/Services.
2. Identify work to be performed by Temporary Employees (T) and/or Sub Contractors (SC).

TYPE OF WORK	RESPONSIBILITY FOR EXECUTION		
	NAME	T. OR SC	YEARS OF RELEVANT EXPERIENCE

3. Equipment/Service

Equipment/Services	Country	Accreditation Attached
Other		

- 4.

Client	1. Name
References	1. Address
	2. Name
	2. Address

- 5.

Other

ATTACHMENT E: CONT'D

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)

KEY CONTRACTS COMPLETED BY THE COMPANY IN THE LAST THREE YEARS

Provide details of Projects in which Works/Services specific to the Work Class was handled by the Contractor (Note: List Contracts Undertaken as a Company).

Brief Description of Contract	Location	Client	Duration of Contract	Final Contract Value	Date Completed	Remarks

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION**APPLICATION FOR REGISTRATION AS A CONTRACTOR (PREQUALIFICATION)****CONTRACTOR TECHNICAL QUALIFICATION CHECKLIST**

The following information is required from Contractors applying for registration in different work Classes.

Section A: List KEY personnel who will be available to the Contractor to execute the following Classes of work.

WORK CLASS	RESPONSIBILITY FOR EXECUTION		
	NAME OF PERSON	P.T. OR SC	YEAR OF RELEVANT EXPERIENCE

Section B: What is expected of the key (accountable) employee/s

1. The accountable employee must be present on site at ALL times to ensure that safety is not compromise and accountability challenged.
2. This employee can only hold this status in one company at any given time. Therefore this employee can be employed in another company registered with T&TEC but NOT accountable for the work class.

WORK CLASS DEFINITIONS

Class	Name and Description
5040	TRANSPORT OF 20FT AND 40FT CONTAINERS AND TRAILERS Covers the provision of trucks with trailers, drivers and associated labourers to transport containers from various ports in Trinidad to T&TEC warehouses in Trinidad.
5050	OFF-LOADING OF POLES AND OTHER MATERIAL FROM CONTAINERS Covers the provision of lifting equipment, supervisor, operator and four (4) riggers to off-load poles and other material from containers and trailers at T&TEC warehouses.
5060	TRANSPORT OF POLES AND MATERIALS INCLUDING OFF-LOADING TO T&TEC LOCATIONS IN TOBAGO Covers the provision of trucks with trailers, drivers and associated labourers to transport flat trailers with poles and other material from various T&TEC warehouses in Trinidad to Studley Park, Cove Industrial Estate or Scarborough in Tobago and off-load the material.

7.0 INSURANCE REQUIREMENTS

In addition to Motor Vehicle Insurance, the Contractor will be required to take out the following insurance coverage:-:

7.1 *Workers Compensation*

The Contractor shall provide Workmen's Compensation Insurance covering all drivers, loaders and other workers connected with the contract. The Workmen's Compensation Policy must include Employers Liability cover with a minimum limit of \$2,500,000 and must be in accordance with the following terms and conditions:

- a. The policy must be on a "claims incurred" basis.
- b. The policy must be in the joint names of the contractor and the Commission OR the principal clause added
- c. The policy must be extended to cover Liability for injuries to all permanent, temporary or casual employees of the contractor whether or not they are Workmen as defined under the Act.
- d. The policy must include the Waiver of Subrogation Clause in favour of T&TEC.

7.2 *Public Liability*

The Contractor shall provide Public Liability Insurance with a minimum limit of \$1,000,000 and must be in accordance with the following terms and conditions:

- (a) The policy must be on a "claims incurred" basis.
- (b) The policy must be in the joint names of the contractor and the Commission OR the principal clause added
- (c) The excess on the policy must not surpass \$5,000.
- (d) The policy must include the Waiver of Subrogation Clause in favour of T&TEC.
- (e) The policy must be extended to include the following standard extensions:
 - (i) Cross Liability Clause;
 - (ii) Fire and Explosion Clause;
 - (iii) Property in the Care, Custody, or Control of the Insured;
 - (iv) Property being worked upon;
 - (v) Liability arising out of lifts, hoists, cranes, or other lifting equipment;
 - (vi) Liability arising out of or in connection with the use of a mechanically self-propelled vehicle as a tool of trade;
 - (vii) Liability arising out of the loading and/or unloading of any vehicles;
 - (viii) Liability arising out of defective designs, materials or workmanship;
 - (ix) Liability arising out of unattached trailers.

7.3 Goods in Transit All Risks

The Contractor shall provide Goods In Transit Insurance with a minimum limit of \$750,000.00 and must be in accordance with the following terms and conditions:

- i. The policy must cover all the vehicles in the fleet used for this contract;
- ii. The policy must cover the marine risk for transit between Trinidad and Tobago
- iii. The policy must include the Waiver of Subrogation Clause in favor of T&TEC.

All Policies must be with an Insurer approved by the Commission. In that regard our existing Insurance Brokers: Risk Management Services Ltd., #39 Dundonald Street, Port of Spain and Risk Research Ltd., Suite 30, Bretton Hall, Port of Spain: would be advising us as to the acceptability of the Insurance Agreements. The Contractor would be required to forward the Insurance Policies to them for their consideration.

8.0 PERFORMANCE BOND

PERFORMANCE BOND

TENDER NO: *(Please insert)*

BRIEF DESCRIPTION OF CONTRACT: *(Please insert)*

(hereinafter referred to as "the Works")

BY THIS BOND, I/WE _____, whose registered office is at _____, (hereinafter called "the Contractor") and _____ whose registered office is at _____, as Surety (hereinafter called "the Surety") are held and firmly bound unto the **TRINIDAD AND TOBAGO ELECTRICITY COMMISSION**, of #63 Frederick Street, P.O. Box 121, Port of Spain, Trinidad (hereinafter called "the Commission") in the sum of _____ for the payment of which sum the Contractor and the Surety bind themselves, their successor and assigns jointly and severally by these presents.

SEALED with our respective seals and dated this _____ day of _____.

WHEREAS the Contractor has entered into a Contract (hereinafter called "the said Contract") with the Commission for the execution of the Works and the original of the said Contract is annexed to and bound up with these presents.

WHEREAS as one of the terms upon which the said Contract was made, it was expressly agreed between the parties thereto that the Contractor and the Surety should enter into a Bond conditioned as hereinafter mentioned.

NOW THE CONDITION of the above-written Bond is such that if the Contractor shall duly perform and observe all the terms, provisions, conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof and save harmless and keep indemnified the Commission from all actions, losses, damages and expenses which the Commission may sustain or incur by reason of the non-performance or breach of the said Contract or

PROVIDED ALWAYS that all the rights and remedies of the Commission under the above-written Bond are in addition to and not in substitution for its rights and remedies under the said Contract.

This Bond shall remain in full force and effect for the duration of the Contract including any contractual maintenance period or extension of the Contract after which the said Bond shall become null and void.

The Common Seal of the said Contractor]
was hereunto affixed by]
in the presence of:]

The Common Seal of the said Sureties was]
hereunto affixed by]
in the presence of:]

SPECIMEN B

BOND NO. _____

PERFORMANCE BOND REFERRED TO IN AGREEMENT

TO: TRINIDAD AND TOBAGO ELECTRICITY COMMISSION (T&TEC)

TENDER NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____
Bank Limited having our registered office at _____ Port of Spain,
Trinidad (hereinafter called the "Surety") are bound unto Trinidad and Tobago Electricity
Commission (hereinafter called the "Commission") in the sum of _____
(words).

WHEREAS _____ (Foreign Supplier's Name) (hereinafter called the
"Tenderer") has undertaken, in pursuance of tender reference number _____.

TO: _____ (Details of Tender) (hereinafter called the tender)

TRULY TO BE MADE TO THE SAID COMMISSION the Bank binds itself, its
successors and assigns by these presents

Signed and delivered by the said Bank this _____ day of _____ 20__

THE CONDITIONS OF THIS OBLIGATION ARE:

WHEREAS it has been stipulated by you in the said Tender that the Tenderer shall
furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein
as security for compliance with the Supplier's performance obligations in accordance
with the Tender.

AND WHEREAS we have agreed to give the Tenderer a Guarantee therefore we
hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer,
up to a total of (amount of bond) (words) _____
and we undertake to pay you, upon your first written demand declaring the Tenderer to
be in default under the tender and without cavil or argument, any sum or sums within the

limits of _____ (foreign amount) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum specified
therein.

This Guarantee will remain in force for the duration of the contract but in any case not
later than _____ (date) after which this said Guarantee will become null and
void.

DATE

SIGNATURES

WITNESS

9.0 AGREEMENT

REPUBLIC OF TRINIDAD AND TOBAGO

THIS AGREEMENT is made in triplicate this day of 2015 between:

1. **TRINIDAD AND TOBAGO ELECTRICITY COMMISSION** a body corporate constituted under the provisions of the Trinidad and Tobago Electricity Commission Act, Chap. 54:70 of the Laws of the Republic of Trinidad and Tobago with its principal place of business at 63 Frederick Street in the City of Port of Spain in the island of Trinidad (hereinafter called "*the Commission*"); and
2. (*Name of Supplier*), (*description of entity*), with its principal place of business at (*registered address of Supplier*) (hereinafter called "*the Supplier*").

The Commission and the Supplier are sometimes hereinafter referred to individually as "the Party" or collectively as "the Parties".

WHEREAS:

- A. The Commission is desirous of purchasing (*description of articles*)(hereinafter referred to as "*the Products*") more particularly described in the Specifications comprised in the Commission's Invitation to Tender: Tender No. *X*, hereto attached as 'Exhibit A'.
- B. The Supplier, in response to the Commission's Invitation to Tender, submitted to the Commission a Quotation dated (*date*), hereto attached as 'Exhibit B', and the Supplier represents that it is capable, competent, willing and able to supply the Products.
- C. The Commission by letter of intent dated (*date*) hereto attached as 'Exhibit C', accepted the Supplier's Quotation in the sum of *X* Trinidad and Tobago Dollars (TT\$*X*) net plus *X* (TT\$*X*) for Value Added Tax (VAT) (hereinafter referred to as "*the Purchase Price*").
- D. The Parties have now agreed to execute this Agreement in the form and manner contained herein:

NOW IT IS HEREBY AGREED as follows:

1. DELIVERY

1.1 In consideration of the payments to be made by the Commission to the Supplier as hereinafter mentioned, the Supplier shall deliver to the Commission the Products in the quantity and to the Specifications outlined in the Commission's Invitation to Tender (Exhibit A), within X weeks of receipt of the Purchase Order submitted by the Commission, (hereinafter referred to as "*the Delivery Date*") OR in accordance with the Delivery Schedule comprised in the Supplier's Quotation, time being of the essence of this Agreement.

1.2 All deliveries of the Products shall be CFR and shall be delivered to (insert delivery point) (hereinafter referred to as "*the Port of Delivery*").

2. INSPECTION AND ACCEPTANCE

2.1 The Products shall be inspected for damage and/or defects/ non-conformance by the Commission within a reasonable time after delivery, and may be rejected if found to be damaged or defective or differing substantially in form or material from the Specifications outlined in Exhibit A hereto or if they do not comply with any term express or implied of this Agreement. If the Commission is satisfied that the Products adequately meet the said Specifications and are not damaged or defective, the Commission shall duly accept delivery of the Products.

2.2 The whole of any consignment may be rejected if a reasonable sample of the Products taken indiscriminately from that consignment is found not to conform in every material respect to the Specifications. Products so rejected after delivery shall be removed by the Supplier at his own expense within eight (8) days from the date of the receipt of notification of rejection. In the event of the Supplier failing to remove them

within such period the Commission shall be at liberty to return the rejected goods at the Supplier's risk and expense. Upon rejection of an entire consignment as outlined herein, the Commission reserves the right to terminate this Agreement, and any amounts paid shall be immediately refunded to the Commission by the Supplier.

3. **LIQUIDATED DAMAGES FOR DELAY**

Should the Supplier fail to deliver the Products by the Delivery Date (OR in accordance with the Delivery Schedule), the Supplier shall be liable to pay for each week of delay or part thereof, as liquidated damages and not as a penalty, a sum equivalent to one percent (1%) of the value of this contract per week or proportionately for any part thereof until delivery is made, up to the maximum amount of the value of the performance bond referred to in Article 4 herein OR ten percent (10%) of the value of the contract. The Commission may, without prejudice to any other method of recovery deduct the amount of such damages from any moneys which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from the Supplier's obligation to deliver the Products or from any other of the Contractor's obligations and liabilities under the Contract.

4. **SURETY**

The Supplier may be required at his own expense to provide good and sufficient sureties approved by the Commission or to obtain the guarantee of an insurance company or bank (in either case to be approved by the Commission) to be jointly and severally bound together with him to the Commission in a sum equivalent to ten percent (10%) of the Purchase price for the due performance of this Agreement under the terms of a performance bond or standby letter of credit; the said surety to be in the form outlined in the Commission's Invitation to Tender. The Supplier's Performance Bond/Letter of Credit is hereto attached as 'Exhibit D'.

5. **PAYMENT TERMS**

5.1 In consideration of the timely supply of the Products by the Supplier as hereinbefore provided the Commission will pay to the Supplier the Purchase Price of *X TRINIDAD AND TOBAGO DOLLARS (TT\$X)* net plus *Y* for Value Added Tax (VAT) or such other sum as may become payable to the Supplier under the provision of this Agreement, in the manner hereinafter set forth.

OR

In consideration of the timely supply of the Products by the Supplier in accordance with the Delivery Schedule comprised in the Supplier's Quotation, the Commission shall make payments in accordance with the Payment Schedule hereto attached. The entire Purchase Price shall be the sum of *X TRINIDAD AND TOBAGO DOLLARS (TT\$X)* net plus *Y* for Value Added Tax (VAT).

5.2 The Supplier agrees to submit an invoice for the Purchase Price upon delivery of the Products. The invoice shall bear the number of the the relevant Purchase Order submitted by the Commission. The Commission shall pay the Purchase Price within (*state time*) of receipt of the said invoice.

OR

Prior to payment by the Commission, the Supplier shall submit all relevant shipping documents as outlined in the Supplier's Letter of Credit. Upon receipt of the shipping documents the Commission agrees to authorize payment, subject to the terms outlined herein.

6. **WARRANTIES**

- 6.1 The Supplier warrants to the Commission that the Products shall conform strictly to the Specifications outlined in the Invitation to Tender (Exhibit A) and any other specification stamped or otherwise embossed on the Products. The Supplier further warrants that the Products shall be free from defects in material and workmanship.
- 6.2 The Commission shall provide the Supplier with written notice of any breach of the warranty set forth above within thirty (30) days after the Commission discovers the alleged breach. Any of the Products that are found to be in breach of warranty shall be returned to the Supplier at the Supplier's cost for repair or replacement of the Product within (state response time) of the date of notice of breach or the refund or credit of the purchase price for that Product, plus any shipping costs incurred by the Commission in connection with the delivery and/or return of any non-conforming Product within a period of (state time) from the date of notice of breach shall also be at the Supplier's cost.
- 6.3 The Supplier warrants that it shall provide spare parts support for the Products by (*inter alia*) making adequately available for purchase by the Commission spare parts as required from time to time. The warranties herein shall extend to any such spare parts.
- 6.4 For the purposes of this Agreement, the warranties, representations and guarantees set out herein shall extend over a period of _____ years commencing immediately from the date of final delivery and acceptance of the Products (and spare parts) to the Port of Delivery.

8. SUPPLIER PERFORMANCE

Should the Commission be dissatisfied with the performance of the Supplier- including but not limited to - delivery of defective or non-conforming Products, non-delivery or late delivery of Products, or failure to make good on the Commission's warranty claims, the Commission may in its sole discretion refuse to conduct any further business with the said Supplier and/or remove the Supplier from its list of registered suppliers.

9. **TITLE AND RISK**

Title and risk of loss of the Products shall pass to the Commission only upon delivery and unloading of the Products at the Point of Delivery and after due acceptance of the Products by the Commission.

10. **INDEMNITY AND INSURANCE**

10.1 Without prejudice to its liability for breach of any of its obligations under this Agreement, the Supplier shall be liable for and shall indemnify the Commission, its servants and/or agents against all claims, suits, judgments and awards (including all legal expenses, client to counsel fees and other expenses and costs) whatsoever which may result from the operation of this Agreement including but not limited to:

10.1.1 Any loss of or damage to property (whether real or personal); and

10.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any defect in the Products or the delivery or unloading of the Products by or on behalf of the Supplier except insofar as such loss damage or injury shall have been caused by negligence on the part of the Commission, its employees, servants or agents.

10.2 The Supplier shall insure against its full liability under this provision.

10.3 The Supplier shall produce to the Commission upon request documentary evidence that insurance is properly maintained.

11. **TERMINATION**

11.1 Save and except for Article 6 above and without prejudice to the warranties therein this Agreement terminates on the final date of delivery of the Products as per the Delivery Schedule or such extended date as mutually agreed between the Parties, provided that such Products are accepted by the Commission as conforming with the Specifications in Exhibit A hereto. Should the Products be found to be non-

conforming or defective, the Agreement shall continue in force until such time as proper delivery is effected and the Products are accepted by the Commission; or until such time as the Commission exercises its right to reject an entire consignment for non-conformance, as provided for in Article 2.2 herein.

11.2 The Commission may terminate this Agreement by giving notice of termination in writing where the Supplier:

11.2.1 Commits a breach of any of its obligations under this Agreement;

11.2.2 Goes into liquidation (except voluntary liquidation for the purposes of amalgamation or reconstruction) having a receiver appointed over all or any part of its assets or suffering any execution to be taken against its goods so that it is no longer capable of performing its obligations under this Agreement.

Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the local laws of the Republic of Trinidad & Tobago, without reference to its conflicts of laws principles.

13. ENTIRE AGREEMENT AND AMENDMENT

13.1 This Agreement, including the Exhibits hereto, all of which are incorporated herein by this reference, constitutes the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements and

understandings, whether written, oral or implied, between the Parties with respect to the subject matter hereof.

13.2 In the event of conflict, between this Agreement and the Exhibits, this Agreement shall prevail. In the event of conflict amongst the Exhibits the order of precedence shall be as follows:

- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit D

13.3 This Agreement may not be added to, modified or superseded except in writing signed by the authorized officers the Parties.

14. **FORCE MAJEURE**

14.1 The Parties shall not be liable for any failure to fulfill any term of this Agreement if fulfillment is delayed, hindered or prevented by any circumstance whatever which is not within its immediate control including but without limiting the generality of the foregoing acts of God, riot, insurrection, fires, equipment failures or breakdown, strikes, lockouts, labour disputes of any kind partial or general stoppages of labour refusals, war hostilities or any local or national emergency (or the threat or apprehension of any of the foregoing events) compliance with any order or request or any national government or other public authority or any person purporting to act for such authority.

14.2 If performance is so prevented hindered or delayed for more than ten (10) days by reason of force majeure, either Party may terminate this Agreement by notice in writing to the other Party. In no event shall force majeure excuse an obligation to pay money under this Agreement.

15. **SEVERABILITY OF PROVISIONS**

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided that the remaining provisions are enforceable and the invalid illegal or unenforceable provision or provisions are not fundamental to this Agreement. and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law

16. **CONFIDENTIALITY**

The Supplier shall maintain in strictest confidence all information made available to it or acquired by it during the supply of the Products, including the terms and conditions of this Agreement.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, including the terms and conditions of this Agreement, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any ~~software~~-Products provided by Supplier in connection with this Agreement shall be considered the confidential information of Supplier.

17. **RELATION BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of servant and master or agent and principal as between the Supplier and the Commission.

18. **ASSIGNMENT**

Neither Party may assign either the benefit or the burden of this Agreement nor sub-contract the performance of the whole or any part of this Agreement without the prior written consent of the other Party.

MISCELLANEOUS

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement

19. NOTICES

Unless otherwise specifically provided, any notice required to be served under this Agreement shall be in writing and shall be deemed sufficiently served if sent by registered post to or if left at the address as hereinbefore contained of the Party to be served.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written.

**SIGNED AND DELIVERED by the
TRINIDAD AND TOBAGO ELECTRICITY
COMMISSION**

)
)
)

GENERAL MANAGER

In the presence of

)

Witness

)

Address

)

)

)

WITNESS

_____)

SIGNED AND DELIVERED by the
within named Supplier,

)
) _____
SUPPLIER

In the presence of

Witness _____

Address _____

WITNESS

10.0 FREQUENCY OF TRANSPORTATIONS

10.1 *ESTIMATED FREQUENCY OF TRANSPORTATIONS OF CONTAINERS PER YEAR*

	DESTINATIONS		20 ft containers	40 ft containers
From To	POS Port Central Warehouse King Village California	Quantity	50	150
From To	POS Port Arima Stores Tunpuna Road, Arima	Quantity	30	100
From To	POS Port Public Lighting Department, Reform Village	Quantity	<10	<10
From To	Pt. Lisas Port Central Warehouse King Village, California	Quantity	15	50
From To	Pt. Lisas Port Arima Stores Tunpuna Road, Arima	Quantity	10	30
From To	Pt. Lisas Port Public Lighting Department, Reform Village	Quantity	<10	<10
From To	Central Warehouse Arima Stores	Quantity	<10	<10

10.2 ESTIMATED FREQUENCY OF TRANSPORTATIONS USING FLATBED TRAILERS
PER YEAR

	DESTINATIONS		20 ft cargo	40 ft cargo
From To	POS Port Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	<u>Varies</u>
From To	POS Port Arima Stores, Tunpuna Road, Arima	Quantity	<u>Varies</u>	<u>Varies</u>
From To	POS Port Public Lighting Department, Reform Village	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Pt. Lisas Port Central Warehouse, Dow Village California	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Pt. Lisas Port Arima Stores, Tunpuna Road, Arima	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Pt. Lisas Port Public Lighting Department, Reform Village	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Central Warehouse Public Lighting Department, Reform Village	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Central Warehouse Arima Stores	Quantity	<u>Varies</u>	<u>Varies</u>
From To	Central Warehouse Studley Park, Tobago	Quantity	<u>Varies</u>	<u>Varies</u>

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION



GENERAL INSTRUCTION NO: HR43/1202

(THIS REVISED INSTRUCTION SUPERSEDES INSTRUCTION NO: HR43/0806)

SAFETY PROCEDURES FOR CONTRACTORS AND SUB-CONTRACTORS WORKING ON T&TEC FACILITIES

1.0 OBJECTIVE

To ensure that Contractors, Sub-Contractors and their employees adhere to the Commission's Safety Procedures.

2.0 GENERAL

- 2.1 It is mandatory that all Contractors and Sub-Contractors familiarize themselves with these safety procedures, before submitting quotations or accepting orders to perform work for the Commission.
- 2.2 It is the responsibility of Contractors and Sub-Contractors to enforce these safety procedures with their own personnel, as well as with personnel of Sub-Contractors whom they engage for performing the requested work action. Compliance with these safety procedures does not relieve or diminish the responsibility of the Contractors to perform the work in a manner that complies with all applicable Occupational Health and Safety Administration Acts, rules, regulations and/or requirements, with regard to their workforce. The Contractor is not relieved from liability to the Commission or others for negligent or improper performance of the work.
- 2.3 The Contractor shall assign a competent person such as a Foreman, Supervisor or equivalent person as the responsible field representative who will be responsible to familiarize all of the other workers as to the commission's safety procedures prior to the start of work. The name of this designated person shall be made known to the Commission's representative prior to the start of any work. Communications on safety procedures between the Contractor and the Commission should be made through the designated persons.

- 2.4 No activity shall start without the knowledge and approval of the Commission's representative who will provide the Contractor with specific instructions as to the work to be undertaken.
- 2.5 Reprimands or disciplinary actions for safety violations shall be made by the Contractor. However, if safety violations, either as to personnel or equipment are noted by the Commission's representative, the Commission's representative will be empowered, to halt work at the Contractor's expense until such time that the unsafe procedure has been corrected.
- 2.6 Contractors and Sub-Contractors shall be notified by the Commission of all relevant health and/or safety and environmental hazards while working for the Commission.
- 2.7 Contractors shall ensure that Sub-Contractors and their employees have the necessary personal protective equipment required by the Factory Ordinance or the Commission and enforce the use of such equipment.
- 2.8 Contractors have the responsibility to familiarize themselves with and enforce, not only the Commission's Safety Procedures, but also special requirements as may be applicable to the work being undertaken. In case of conflict in identifying the applicable safety procedure, the most stringent procedure shall be adopted.

3.0 PROCEDURES

All contractors must wear Safety Orientation ID issued by the Commission, signed by the Manager or his designate indicating the category or class of work the safety orientation was approved for. This can be one or several, once approval is granted for more than one class or category of work.

These IDs must have a one year expiry date and the picture of the bearer must be on same.

The ID must be worn at all times while on the site. The ID must not carry the Commission's logo. The ID must provide details of name, company name, address, emergency contact number, class of work safety oriented.

3.1 SPECIFIC SAFETY PROCEDURES

In general, contractor's personnel are required to adhere to all applicable safety practices, utilized by the Commission's personnel when performing the same or similar functions.

- 3.1.1 Only Competent contractors' personnel are allowed to operate fused cutouts, which are part of the Commission's operating plant under the supervision of a competent Commission employee.
- 3.1.2 Only competent contractors' personnel are allowed to perform live low voltage connections, disconnections and repairs of street lamps or other low voltage plant on the Commission's system.
- 3.1.3 While on the Commission's property, Contractors' employees shall remain confined to the designated work site and will proceed to and from the work site via routes specified by the Commission.
- 3.1.4 For the purpose of 3.1.1 and 3.1.2 above, competent contractors' personnel shall be those persons, who comply with Definition No. 6 of the Safety Rules - Seventh Revised Edition 2001 and shall be certified by the Commission.

The certification of competence of a contractor, shall be determined by the appropriate department in conjunction with the HSE Department.
- 3.1.5 "Hard hats" and safety eyewear shall, where required, be supplied by the Contractors and worn by their personnel in all designated work sites or work situations. Metal type "hard hats" are prohibited.
- 3.1.6 Safety shoes are required for personnel assigned to work in hazardous functions, in terms of toe or foot injury. Wearing of open-toe shoes, sneakers or similar light footwear is prohibited in these conditions.
- 3.1.7 Ear protection is to be used as required.
- 3.1.8 Work gloves are to be used as required.
- 3.1.9 No alcoholic beverages shall be brought to or consumed at work sites. Personnel are prohibited from drinking alcoholic beverages during working hours (including overtime hours).
- 3.1.10 Fighting or any other activity which may adversely affect safety is strictly prohibited.
- 3.1.11 The use, sale or possession of narcotics or illegal drugs, while on the job or on the Commission's property is a terminable offence.

- 3.1.12 Personnel reporting for work in a condition considered unfit or unsafe to perform assigned work functions shall be immediately removed from the work site by the Contractor or the Commission's representative.
- 3.1.13 Contractors shall properly secure and protect work areas, equipment and materials, which may cause personal injury and/or property damages.
- 3.1.14 All accidents or injuries to a contractor's employee shall be reported to the Commission's representative immediately. The Commission's representative will fill out an Employee Accident Report Form identifying the Contractor on the right side of the Form. Any injury to person(s) other than the Commission's or Contractors' employees, but which in any way may concern the Commission shall also be similarly reported.
- 3.1.15 If the Commission's representative is not at the work site or cannot be easily reached by telephone, the Contractor's safety representative shall give the oral report of the personal injury to the Commission's Area Manager or Head of Department.
- 3.1.16 Contractors shall conduct their work in a manner that does not introduce hazards to personnel or equipment and offers minimum interference with the normal functioning of the work site.
- 3.1.17 Contractors shall not remove or cross safety barriers or signs installed at Commission's facilities.
- 3.1.18 Materials and equipments shall be stored safely in designated areas to provide free access to stairs, passageways, crosswalks, roadways, operating equipment, fire fighting equipment and the like.
- 3.1.19 Work areas shall be cleaned up at the end of each day and excess material shall be removed promptly. No materials shall be left in a manner that may pose a danger to the public.
- 3.1.20 No welding, burning, open flames, operating electric tools, gasoline engines, excavation, vessel or vehicle entry, or any type of hot work is allowed without written permission from the Commission. A Commission's representative must be present on location prior to and during any of the four (4) preceding activities.

- 3.1.21 Contractors are to provide all equipment and tools necessary for the safe performance of their work. All tools and equipments are to be kept in a safe operating condition. Inspection of all lifting equipment will be made by a Commission representative prior to their use.
- 3.1.22 The Contractors' personnel and vehicles are subject to gate inspection.
- 3.1.23 Excavations are to be properly shored-up or sloped.
- 3.1.24 All switchgear must be locked out and tagged while working on circuits. The Commission's Lock Out and Tag Out procedures shall be followed.
- 3.1.25 Shirt-tails are to be tucked in.
- 3.1.26 The use of loose or torn clothing which could become caught in machinery shall not be permitted. Sleeveless shirts are also not permitted.
- 3.1.27 Safety harnesses are required for all work six (6) feet or more above ground.
- 3.1.28 All guards and safety devices are to be kept in place and in good working condition.

3.2 TRAFFIC

- 3.2.1 Park only in designated areas
- 3.2.2 Obey speed limit signs posed inside the plant
- 3.2.3 Do not obstruct access to roads, walkways, fire extinguishers, safety equipment or process equipment.
- 3.2.4 Walk on right side of road-facing traffic.
- 3.2.5 No personal vehicles allowed in operating areas.
- 3.2.6 Pedestrians have the right-of-way.
- 3.2.7 All driving is to be undertaken by drivers licensed for the vehicle or equipment they are using.
- 3.2.8 The driver is responsible for the safety of all passengers and the stability of materials being hauled.

3.2.9 Riding on power equipment is prohibited unless it has an approved personnel carrier.

3.2.10 Sound your horn before reversing.

3.2.11 Obey all traffic signs.

3.3 **FIRE**

3.3.1 Fires or flammable leaks are to be reported by the Contractor to Commission's representative.

3.3.2 Smoking is permitted only in designated areas.

3.3.3 Gasoline and other flammable liquids are to be transported and stored only in approved containers.

3.3.4 Engines must be shut off while refuelling.

3.3.5 Compressed gas cylinders are to be maintained and chained in an upright position.

3.3.6 Fire extinguishers in good working order will be required for hot work.

3.3.7 In event of a fire, the contractor, sub-contractor and their employees are to report to a place pre-determined by the Commission's representative.

4.0 **PENALTY FOR NON-CONFORMANCE**

Contractors or Sub-Contractors, who fail to conform to the Commission's safety procedures, shall be brought to the attention of the Commission, so that the relevant action can be taken, and if necessary, shall be removed from the Commission's acceptable Contractors' list.


Kelvin Ramsook
GENERAL MANAGER (Ag.)

