TRINIDAD AND TOBAGO ELECTRICITY COMMISSION
INSTRUCTIONS TO TENDERERS

27th July 2026

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION
INSTRUCTIONS TO TENDERERS

Contents

TRINIDAD AND TOBAGO ELECTRICITY COMMISSION
INSTRUCTIONS TO TENDERER(S)

The Trinidad and Tobago Electricity Commission, in the course of its operations to provide a reliable supply of electricity to all customers, is required to procure materials (plant, equipment and goods), works and services. The Commission's Procurement Policy provides for different means of procurement. As such, the Commission has established a set of instructions to guide the prospective Tenderers in the submission of their Tenders, and to ensure that our tendering process is compliant with the Public Procurement and Disposal of Public Property Act 2015, its amendments and regulations (PPDPP Act).

These instructions are to be read in conjunction with the Commission's **Specification/Scope of Works** and the **Specific Requirements/ Additional Instructions for Tender** included with each Request for Tender. Wherever, the phrase "if /where applicable" is stated, in the Instructions to Tenderers, these documents shall instruct the respective requirements.

1. Definitions

Agent – The person who represents the Supplier with no financial or legal obligations to the procurement proceeding.

Authorized Person – The person identified as the individual with the authority and responsibility to sign the Tender on behalf of the Tenderer

Commission – Trinidad and Tobago Electricity Commission.

Contractor – The person/company contracted by the Commission and held financially responsible for works or services.

Mandatory Documents – Those documents that shall be submitted by the Tenderer, the omission of which shall lead to disqualification of their submission.

Manufacturer – The producer of the materials (plant, equipment and goods) which is being purchased.

Request for Tender (RFT) – The Commission's invitation to suppliers or contractors to submit a Tender for the materials, goods, equipment and associated services and/or works or services hereinafter referred to as the RFT. This is synonymous to Invitation to Bid (ITB).

Specific Requirements for Tender – Instructions specific to the RFT (ITB) for materials, goods, equipment and associated services and/or works and services. The instructions provide guidance on the information to be submitted for the specific Tender, and the criteria used by the Commission to evaluate the Tender.

Supplier – The person/company contracted by the Commission and held financially responsible for the sale of materials (plant, equipment and goods), and associated services.

Tender – A bid submitted in response to the Commission's RFT (ITB).

Tenderer – The supplier or contractor in whose name the Tender is submitted.

N.B. Where the word "shall" or "must" is used, it means that failure to comply with the respective requirements will lead to disqualification.

2. Request for Tender (RFT) Package (Invitation to Bid)

All suppliers and contractors shall be pre-qualified on the Office of Procurement Regulation's (OPR) Procurement Depository (OPR Procurement Depository) prior to participation in the procurement proceeding.

i. Each RFT package (ITB) entitles a Tenderer to submit only one (1) Tender for each manufacturer or contractor. A Tenderer may include alternative options offered by the same manufacturer or contractor in its Tender provided that each alternative complies with the requirements of the RFT.

ii. Suppliers shall not submit similar bids, either via direct submission or through a local agent. Should the supplier proceed to do so , all such submissions shall be disqualified.

iii. Tenderers shall provide a telephone number and a primary e-mail address to which all communications and queries may be directed for immediate response. The Commission shall not be responsible for any failure by the Tenderer to receive or respond to communications that have been transmitted to the telephone number or email address provided by the Tenderer.

iv. **Accessing Tender Packages**

- RFTs shall be accessed via the E-Submissions Pro System on the Commission's website.
- If an addendum is made to a RFT, an email notification will be sent to all Tenderers who accessed the E-Submissions Pro System for that specific RFT.
- All communication (amendments/minutes) prior to the closing date of the RFT is accessible to all Tenderers via the E-Submissions Pro System. Tenderers are advised to access the site to ensure they have received all addendums.

3. Guidelines for Preparing and Submitting Files

i. Tender submissions including all correspondence shall be in English.
ii. Only submissions uploaded in a PDF format will be accepted by the E-Submissions Pro System.
iii. Individual files greater than 10 megabytes cannot be uploaded onto the E-Submissions Pro System.
iv. All submissions shall be uploaded prior to the advertised closing date and time.
v. It is the responsibility of the tenderer to ensure that sufficient time is allowed for the uploading of submissions.
vi. Tenderers who are not prequalified for the relevant Line of Business at the time of submissions would not be permitted to participate.

4. Submission of Tenders

The following documents **shall** be submitted with the Tender.

i. Form of Tender (FOT)
ii. Form of Breakdown of Cost (where applicable)
iii. Financial Statements (where applicable)
iv. Compliance Certificates
v. References (where applicable)
vi. Declaration Statement

Note: further details on the requirement for the aforementioned documents are provided below.

i. Form of Tender (FOT) Details:

1. The Commission's Form of Tender (FOT) shall be **completed and signed** by the Authorized Person. If the FOT is recreated, it shall result in disqualification if the tenderer fails to include the heading "Form of Tender".
2. Where there are discrepancies between the Form of Tender and Form of Breakdown of Cost, the **Form of Tender** shall take precedence. It is the responsibility of the Supplier/Contractor to verify the accuracy of data submitted.
3. The Form of Tender (FOT) includes the following:
    a. Name of Supplier/Contractor and Manufacturer (if applicable).
    b. Tender price

c. Warranty (or attached)

d. Delivery (or attached)

Failure to provide items a. and b. on the Form of Tender shall result in disqualification.

a. Name of Supplier/Contractor and Manufacturer

The name of the Supplier/Contractor and Manufacturer shall be stated.

b. Tender prices

i. Prices shall be quoted in Trinidad and Tobago Dollars (TT$) or any one of the following currencies: United States Dollars (US$), Pound Sterling (GBP), Euros or Canadian Dollars (CAN$). However, **all** prices written in the Form of Tender **shall** be assessed as a **V.A.T. exclusive price**.

ii. **Payments to local suppliers would normally be made in Trinidad and Tobago currency.**

iii. Foreign currency quotations shall be converted to TT currency at the Commercial Banks weighted average selling rate as published by the Central Bank of Trinidad and Tobago on the day of the opening of the Tender.

iv. The Commission insures its materials, therefore all quotations to be supplied through foreign suppliers shall be stated as Cost and Freight (CFR). Quotations submitted in Cost, Insurance and Freight (CIF) would be treated as Cost and Freight (CFR) for purposes of the evaluation. The Commission would have the option to negotiate with the successful Tenderer who submitted CIF with a view of removing the insurance component in the CIF figure.

v. Where CFR quotations are not firm and subjected to variations in various commodity prices (copper, aluminum etc.), the Tenderer shall clearly state the metal exchange formulae and how it is to be applied. They shall indicate which Metal Exchange Index the formula is pegged to. All initial values shall be provided for the formulae.

vi. Any incidental costs associated with the provision of the product or service must be included in the Form of Tender price.

c. Payment Terms

i. The following payment terms are preferred by the Commission:
   - Down-payment/Progress payments with the balance after approval. The Commission prefers initial down payments that are 30% or less.
   - Credit – 30 days, 60 days etc.

ii. If no payment terms are provided in the tender submission, the tenderer will be scored zero for that criterion and will be paid 30 days credit if awarded.

d. Payment Method

i. The following payment methods are accepted by the Commission:
   - Wire Transfer (preferred – Foreign)
   - Automated Clearing House (ACH) (preferred – Local)
   - Bank Draft
   - Sight Draft
   - Bill of Collection

ii. Non transferrable Letter of Credit (LC) – Transferrable Letter of Credit shall not be accepted.

iii. If no payment method is provided in the tender submission, the tenderer will be scored zero and, if awarded, will be paid via wire transfer.

iv. Local suppliers/contractors shall be paid via ACH or cheque, however the Commission's preferred payment method for local suppliers/contractors is via ACH.

e. Warranty

The warranty period should be stated on the Form of Tender (in months/years) and limitations of the warranty being offered included in the Tender. If the terms of warranty cannot be inserted in the Form of Tender, Tenderers should indicate where the warranty is contained in the tender.

f. Delivery period

The delivery period should be stated in the Form of Tender. Delivery is the time it will take to either complete the works or service or deliver the materials to the Commission's point of delivery as specified in the RFT (ITB). The delivery period is to be stated in number of weeks/months from receipt of the Purchase Order. If part shipments are to be made, all delivery schedules must be included. If the terms of delivery cannot be inserted in the Form of Tender, Tenderers shall include it in the tender.

g. Period of Validity

All bids shall be valid for ninety (90) days from the closing date of the tender. In the event of a request by the Commission for an extension of the validity of the Tender price quoted in the Tender, Tenderer(s) who extend their validity shall not be permitted to alter any aspect of their Tender. Variations in price in accordance with the metal exchange formula as stated in the tender submission are permitted.

ii. Form of Breakdown of Cost

The Form of Breakdown of Cost, when included in the Commission's RFT (ITB), shall be completed by the Tenderer(s).

iii. Financial Statements

Audited financial statements are required by the Commission for tenders that are greater than TT$8,000,000. For tenders quoted in a currency other than TT$, the onus is on the Tenderer to make the necessary currency conversion to determine if <u>audited</u> financial statements are to be submitted. If required, Tenderers shall submit two (2) years of <u>audited</u> financial statements for the supplier, the most recent being not more than two (2) years prior to the year of submission of the Tender. If the supplier and manufacturer are different entities, the financial statements shall be those of the **supplier** and not the manufacturer. Alternatively, tenderers may provide a bankers letter accompanied with management accounts signed-off by the company's Chief Financial Officer (or equivalent).

The Commission reserves the right to request additional financial documents as needed.

iv. **Statutory Compliance Certificates - For Locally Registered Businesses**

Suppliers and contractors of locally registered companies shall submit the following certificates which **should be valid at the time of submission of the Tender**:

- Income Tax Clearance Certificate from Board of Inland Revenue
- VAT Clearance Certificate
- NIB Compliance Certificate

v. **References**

All **new** suppliers and manufacturers to the Commission **for the class of item being tendered for**, should submit the year of incorporation of the supplier and manufacturer as well as the names, e-mail addresses, business addresses and telephone numbers of at least three (3) references. If a manufacturer previously conducted business with the Commission but **NOT** for the class of item being tendered for, then they are to be regarded as **NEW** and, therefore, references shall be required.

vi. **Declaration Statement**

The authorized person shall complete, sign, and submit the declaration statement. Failure to submit this document shall result in the tender being disqualified.

For items (iii), (iv), (v), and (vi) the Commission reserves the right to request the submission of additional information, confirmation or clarifications which should be provided within five (5) working days after communication with the tenderer by the Tenders Queries Desk.

5. Specific Requirements for Tender

The following additional information should be supplied with each tender:

i. **Technical Assessment Schedule**
Technical Assessment Schedules, provided in the RFT (ITB) package are to be completed by the Tenderer as failure to do so may result in the disqualification of the Tenderer's bid.

ii. **Material Safety Data Sheets**
MSDS for all chemicals should be provided where applicable. If there are no applicable MSDS, this should be stated in documentation.

iii. **Samples**
Samples may be required by the Commission for the purpose of assessing a tender, the details of which will be contained in the Specific Requirements for Tender document. Where requested in the RFT (ITB), samples shall be provided.

6. Request for Information

All requests for information from a Tenderer are to be emailed to the Commission's Tender Queries Desk at tenderqueries@ttec.co.tt and shall be submitted at least fourteen (14) calendar days prior to the closing date of the RFT (ITB). The Commission will respond to such requests at least seven (7) calendar days prior to the closing of the RFT (ITB). Queries and responses, where applicable, shall be circulated to all other Tenderers.

7. Delivery of Tender Package(s)

i. All tenders must be submitted via the E-Submissions Pro System on the Commission's website
ii. Once the deadline for submission has elapsed, tenderers will not be able to amend their submissions.

iii. Where there is a discrepancy between the FOT and the information entered into the E-Submissions Pro System by the supplier/contractor, the Commission reserves the right to update the information on the E-Submissions Pro System with the FOT value.

8. Evaluation of Tenders

i. The evaluation of the Tender shall be in accordance with the evaluation criteria stated in the RFT (ITB).
ii. During the evaluation, the Commission may request clarification from Tenderer(s) through the Commission's Tender Queries Desk at tenderqueries@ttec.co.tt and responses are to be so directed.
iii. The Commission is not liable for any costs incurred by the Tenderer(s) in submitting its Tender, even if the RFT (ITB) is cancelled.
iv. Any proven attempt by Tenderer(s) to influence the results of the evaluation of the Tender shall result in the rejection of their Tender.

9. Standstill Period

In accordance with Section 35(2) of Public Procurement and Disposal of Public Property Act 2015, the Commission shall apply the standstill period, where applicable. The details of the standstill shall be stated in the RFT (ITB).

10. Award of Tenders

i. The Commission does not bind itself to the lowest tender.
ii. The Commission reserves the right to award the Tender in part or in whole and/or to one or more Tenderer(s) or not at **ALL**.
iii. Upon approval of the award of the Tender, the successful Tenderer(s) will be issued a Letter of Intent/Award (Notice of Acceptance). The recommended Tenderer should sign and return the Letter of Intent/Award (Notice of Acceptance) within seven (7) working days of the award. Failing to do so in this time frame may result in the award to the Tenderer being revoked.
iv. Once the successful Tenderer has signed the Letter of Intent/Award (Notice of Acceptance) and completed all other requirements to support the purchase

order, all unsuccessful Tenderers will be duly notified that they have been unsuccessful.

11. Performance Guarantee

Performance in a Tender includes the delivery of the required materials, works and services, in the agreed time frame and cost. To guarantee performance, the successful Tenderer(s) shall comply with the following:

i) Works and Services

a. Tenders for works and services valued over one million dollars (TT$1,000,000) and up to eight million dollars (TT$8,000,000)

For Tenders for works and services valued over one million Trinidad and Tobago dollars (TT$1,000,000.00) and up to eight million Trinidad and Tobago dollars (TT$8,000,000.00), a sum equivalent to five percent (5%) of the V.A.T. exclusive Tender price shall be made payable to the Commission by wire transfer or certified cheque. Upon successful completion of the tendered works or services as confirmed in writing by the Commission, the said sum shall be refunded to the Tenderer(s). **Tenderers not submitting this guarantee within one (1) week of the date of the signed Letter of Intent/Award (Notice of Acceptance) may have their award revoked.**

b. Tenders for works and services greater than eight million dollars (TT$8,000,000)

For Tenders for works and services greater than eight million dollars (TT$8,000,000) a Performance Bond by Deed or Certified Cheque, Wire Transfer or Standby Letter of Credit in the amount of ten percent (10%) of the V.A.T. exclusive price is required. This must be duly executed by the Surety, bidder and sealed by the Commission. The Performance Bond must be from a regulated insurance company/financial institution and approved by the Commission. Notably the Commission prefers certified cheque or wire transfer.

Tenderers not submitting this guarantee within four (4) weeks of the date of the signed Letter of Intent/Award (Notice of Acceptance) may have their award revoked.

ii) Materials

a. Tenders for materials valued over one million Trinidad and Tobago dollars (TT$1,000,000) and up to eight million dollars (TT$8,000,000)

The Commission shall reserve ten percent (10%) of the V.A.T. exclusive price until the materials have been delivered. Once the delivery is in accordance with the agreed performance of the tender, this amount will be remitted to the supplier.

b. Tenders for materials greater than eight million dollars (TT$8,000,000)

For materials greater than eight million dollars (TT$8,000,000) a Performance Bond, Standby Letter of Credit, wire transfer or certified cheque in the amount of ten percent (10%) of the V.A.T. exclusive price is required. The Performance Bond must be duly executed by the Surety and Supplier. Once the goods are delivered in accordance with the agreed performance of the tender, this amount will be remitted to the supplier.

Tenderers not submitting this guarantee within four (4) weeks of the date of the signed Letter of Intent/Award (Notice of Acceptance) may have their award revoked.

12. Contracts

i. Successful Tenderers shall be required to enter into a formal contract with the Commission for awards for works and/or services greater than one million Trinidad and Tobago dollars (TT$1,000,000).

ii. Successful Tenderers shall be required to enter into a formal contract with the Commission for awards for materials greater than ten million Trinidad and Tobago dollars (TT$10,000,000.00).

The contract referred to in (i) and (ii) should be in the form included in the RFT (ITB).

Recommended By

Sean Giles
2026.07.27
16:09:19 -04'00'

Sean Giles
Chief Operating Officer (Ag)

Approved By

Ian Ramrattan
2026.08.04
10:24:06
-04'00'

Ian Ramrattan
General Manager