

HOUSE OF REPRESENTATIVES*Friday, June 29, 2007*

The House met at 1.30 p.m.

PRAYERS[MR. SPEAKER *in the Chair*]**LEAVE OF ABSENCE**

Mr. Speaker: Hon. Members, I have received request for leave of absence from the following Members: the hon. John Rahael, Member of Parliament for Port of Spain North/St. Ann's West from today's sitting of the House; Mr. Lawrence Achong, the hon. Member of Parliament for Point Fortin for the period June 29 to July 16, 2007; the hon. Dr. Roodal Moonilal, Member of Parliament for Oropouche from today's sitting of the House; the hon. Leader of the Opposition, Member of Parliament for Siparia for today's sitting of the House. The leave which these hon. Members seek is granted.

PAPERS LAID

1. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Trinidad and Tobago Racing Authority for the year ended July 31, 2000. [*The Minister of Trade and Industry and Minister in the Ministry of Finance (Hon. Kenneth Valley)*]
2. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Trinidad and Tobago Racing Authority for the year ended July 31, 2001. [*Hon. K. Valley*]
3. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Trinidad and Tobago Racing Authority for the year ended July 31, 2002. [*Hon. K. Valley*]
4. Administrative Report of the San Juan/Laventille Regional Corporation for the period October 01, 2005 to September 30, 2006. [*Hon. K. Valley*]
5. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Mayaro/Rio Claro Regional Corporation for the year ended September 30, 2002. [*Hon. K. Valley*]
6. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Mayaro/Rio Claro Regional Corporation for the year ended September 30, 2003. [*Hon. K. Valley*]

*Papers Laid**Friday, June 29, 2007*

7. Report of the Auditor General of the Republic of Trinidad and Tobago on the financial statements of the Mayaro/Rio Claro Regional Corporation for the year ended September 30, 2004. [*Hon. K. Valley*]
8. The Immigration (Amdt.) (No. 3) Regulations, 2007. [*Hon. K. Valley*]
9. A Green Paper – Trinidad and Tobago Investment Policy 2007—2012. [*Hon. K. Valley*]

Papers 1 to 3 and 5 to 7 to be referred to the Public Accounts Committee.

EQUAL OPPORTUNITY BILL
Joint Select Committee Report
(Presentation)

The Minister of Works and Transport (Hon. Colm Imbert): Mr. Speaker, I wish to present the First Interim Report of the Joint Select Committee appointed to consider and report on the Bill entitled the Equal Opportunity Bill, 2007.

JOINT SELECT COMMITTEE REPORT
Municipal Corporations and Service Commissions
(Presentation)

The Minister of State in the Ministry of Community Development, Culture and Gender Affairs (Hon. Eudine Job-Davis): Mr. Speaker, I wish to present the Third Report of the Joint Select Committee of the Parliament appointed to consider and enquire into and report to Parliament on Municipal Corporations and Service Commissions with the exception of the Judicial and Legal Service Commission on the Police Service Commission.

ORAL ANSWER TO QUESTION
Airports Authority of Trinidad and Tobago
(List of Contractors)

- 86. Mr. Subhas Panday** (*Princes Town*) asked the hon. Minister of Works and Transport:
- A. Could the hon. Minister list the contractors who have been awarded contracts by the Airports Authority of Trinidad and Tobago for maintenance work including ground maintenance; and
 - B. Can the Minister state whether any of these contractors have been awarded CEPEP contracts?

The Minister of Works and Transport (Hon. Colm Imbert): Mr. Speaker, the question has now time limit, and therefore, it has taken us some time to compile the information. We have done so, and I would therefore ask for a two-week deferral while we get the necessary approvals.

Mr. Speaker: Normally, I limit these questions for the last financial year and a couple months before, now I am not—

Hon. C. Imbert: [*Inaudible*]

Mr. Speaker: I know. What I am telling you is what I normally do when questions are filed and in this regard, I am instructing that this period be limited from January 2006 to date.

Question, by leave, deferred.

WRITTEN ANSWER TO QUESTION

Housing Development Corporation (Completion of Surveys)

80. Mr. Subhas Panday (*Princes Town*) asked the hon. Minister of Housing:

- (a) Could the Minister inform this House if the Town Planners employed by the Ministry of Housing or the Housing Development Corporation have completed the surveys in order to formulate 'a land use plan' for the Fairfield Estate in Princes Town?
- (b) If the answer to (a) is in the affirmative, could the Minister indicate when construction on the Housing Units will begin?
- (c) If the answer to (a) is in the negative, could the Minister inform this House how he arrived at the figure of twenty-five hundred (2,500) housing units to be built on the site?

Vide end of sitting for written answer.

STATEMENT BY MINISTER

Green Paper

(New Investment Policy For Trinidad and Tobago)

The Minister of Trade and Industry and Minister in the Ministry of Finance (Hon. Kenneth Valley): Thank you very much, Mr. Speaker. Hon. Members, I am authorized by the Cabinet to make this statement on behalf of the Government on a Green Paper which proposes a new Investment Policy for Trinidad and Tobago.

Statement By Minister
[HON. K. VALLEY]

Friday, June 29, 2007

Mr. Speaker, Trinidad and Tobago has experienced 13 years of continuous economic growth. We have the most highly developed industrialized economy in the Caribbean and are one of the largest recipients per capita of direct foreign investment in the Western Hemisphere.

However, with all of this going for us, the Government recognizes that in order to ensure sustainable growth over the long-term, we must attract higher value investment, particularly in the non-energy sectors and downstream energy sectors.

Today, the Government of Trinidad and Tobago presents a Green Paper on a new Investment Policy to seek feedback from the national community on the proposed approach to generating domestic and foreign investment. This policy is designed to create a more competitive and efficient business environment as a key component in our journey towards developed nation status.

Diversification of the economy is a key mechanism for achieving developed nation status, and this involves primarily, the aggressive development of the non-energy services and manufacturing sectors by increasing the level of investment in these sectors.

The overriding goal is to create an investment climate that is transparent and competitive. This would ultimately benefit society as a whole, not simply companies. In addition, the investment process should entail a more comprehensive approach which accommodates firms of all sizes and types, not just large or influential companies.

This policy has been developed against the backdrop of the ongoing economic success of Trinidad and Tobago, and is tailor-made to further the process of establishing Trinidad and Tobago as the business, commercial and industrial hub of the region and epitomizes our tagline—"Trinidad and Tobago is the Place for Business".

Indeed, during the Government's recent Trade and Investment Missions to the Far East and Europe, it was recognized that the level of interest in Trinidad and Tobago on the part of businesses and investors was extremely high, to the extent that the CEO of the Bank of Baroda stated that in Trinidad and Tobago, it is happening. As most Members are aware, this large bank based in India has recently set up operations in Trinidad and Tobago.

Continuing in this vein, the Irish Trade Minister visited our shores in January and an Investment Mission from South Korea participated in the recent Trade and

Investment Convention here in Trinidad and Tobago. Through the contacts made during these Missions, we anticipate a number of other foreign investors will be visiting us over the course of this year, including delegations from Spain and Germany.

The Government of Trinidad and Tobago is determined to build on this momentum, to ensure that the Government provides the best possible investment climate and business-friendly environment for proposed investors, both local and foreign.

Mr. Speaker, the Foreign Investment Act of 1990 is the main regulatory framework governing investments. This Act was enacted upon repeal of the Aliens (Landholding) Act, which was the primary legal instrument governing investments in Trinidad and Tobago and which reflected the then prevailing views of an era characterized by protectionism, and a trade policy based on the doctrine of import substitution.

By the late eighties however, the international environment had been transformed by the twin forces of liberalization and globalization, and the Alien (Landholding) Act had become more of a hindrance to our economic development. Consequently, it was replaced by the Foreign Investment Act.

May I add, Mr. Speaker, that although the PNM was then in Opposition, the Act reflected in the main, the philosophy of the PNM, as most of the amendments proposed by the PNM were accepted. In the late 1990s, the Foreign Investment Advisory Service of the United States, undertook a review of Trinidad and Tobago's investment climate and recommended a revision of the Foreign Investment Act, which at that time was deemed to be out of date and inadequate to meet the demands of the new global economic environment.

Fast track to today, and through the new investment policy, the Government of Trinidad and Tobago plans to implement the most effective legislative framework to encourage investments, reflect current needs, opportunities and challenges, take into consideration variables in the regional and international arena, and incorporate the views of the public and private sector interests as we move forward as a nation.

The investment policy is designed to include several new elements in a more comprehensive legislative document, such as those elements that one would normally expect to find in a Bilateral Investment Treaty, and also details a number of measures to enhance the country's investment promotion activity. All of this is designed to support and generate sustainable business activity which creates long-term sustainable and meaningful jobs; adds domestic value; promotes joint

Statement By Minister
[HON. K. VALLEY]

Friday, June 29, 2007

ventures with foreign companies; provides improved training opportunities; and provides finance for new enterprises, among others.

It is clear that the new approach goes beyond addressing the inadequacies of the Foreign Investment Act, 1990. Along with investment promotion and facilitation, the major pillars of the policy structure includes:

- A focus on achieving the overall economic objectives of the country;
- Consistency with our commitments in international and bilateral agreements; and
- Meeting the demands of the changing environment in which firms operate.

Mr. Speaker, I state categorically that the proposed investment regime will continue to place priority on stimulating entrepreneurship, increasing industrial expansion and services, as well as promote exports. The Government understands and appreciates that a continuous flow of new sustainable investment, linked to the development focus of the country will ensure that a dynamic, diversified and competitive non-energy sector is sustained.

In closing, the Government of Trinidad and Tobago wishes to encourage consumers, business associations, Government and non-Governmental agencies, investors and Members of this House, to read the proposals and strategies outlined in this Green Paper and to share your views and comments with the Government, via the Ministry of Trade and Industry.

The Government of Trinidad and Tobago is committed to working with all stakeholders to ensure that Trinidad and Tobago has an investment climate that supports our developmental goals.

I thank you. [*Desk thumping*]

**SCARBOROUGH HOSPITAL PROJECT
(GOVERNMENT'S FAILURE TO ACT)**

Mr. Ganga Singh (*Caroni East*): Thank you, Mr. Speaker. Mr. Speaker, before I get into the formal nature of the Motion, I want to take the opportunity on behalf of all of us on this side and I guess the whole House to congratulate all those students who were successful in the SEA examination, and in particular, the three students, Eshanaa Maharaj, Meagan de la Bastide, Sushma Karim of three first places together. I am certain that their parents and the principals of the various schools: the El Dorado North Hindu School of the Sanatan Dharma Maha

Sabha, the St. Monica's Private School and San Fernando TML Primary School, certainly, they ought to be congratulated for the excellence they have pursued.
[*Desk thumping*]

Mr. Speaker, it gives me no pleasure to move the following Motion. I beg to move the following Motion standing in my name:

Hon. Member: [*Inaudible*]

Mr. G. Singh: No pleasure, the IADB Scarborough because it is my duty to do.

Whereas the IADB funded Scarborough Hospital Project is a vital part of the health infrastructure of Tobago;

And whereas the construction of the one hundred (100) bed hospital was contracted to NHIC for the sum of TT \$135 million;

And whereas this project has become entangled in allegations of conflict of interest, corruption and massive cost overruns;

And whereas the project is incomplete and there is no construction work taking place and no resumption in sight;

And whereas this delay in the delivery of the Scarborough Hospital is causing severe hardship and suffering to the people of Tobago;

And whereas the Government has been silent on the progress or lack thereof of this project;

Be it resolved that this House do condemn the Government for its failure to act in the public interest with respect to the construction and delivery of the Scarborough Hospital.

Mr. Speaker, you would recall that I came to this House and presented to this House cogent and compelling evidence of the siphoning of material from the Scarborough Hospital site. The Prime Minister acted on that and on the basis of a Commission of Enquiry, it was found that material was indeed moved from that site and I want to quote one of the recommendations of the Sealey Commission of Enquiry:

“3.7. The Commission has considered the factual position as above and concludes that in law in light of Article 7.7 that all the unfixed material brought on to the site is the property of the employer, and its removal could, in the circumstances, attract an over-view of the Criminal Law and in Civil Law for breach of contract.

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

- 3.8(1) That from the testimony of the witnesses as above-mentioned and the exhibits, that the appropriate authorities should visit the provisions of sections 2, 3, 4 and 21 of the Larceny Act, Ch. 11.12 with a view to addressing the illegal Act (is so found by them), committed by NHIC by the removal of NIPDEC's materials from the Scarborough Hospital site to the Land Date Development Project;
- (2) That NIPDEC should revisit its contract with NHIC, which it entered into on the 6th March, 2003 to ascertain whether a fundamental breach has occurred by such removal and the enforcement of such right to damages, especially in the light of Clause 3 of the said Contract."

So, it is clear then. It is clear then, since then, NIPDEC has indicated—because the Commission did not know the value of the material—that \$5 million worth of material was removed from the Scarborough Hospital site, that is in the public domain. \$5 million. But, what is of concern to all right thinking citizens is that the authorities have not acted on the recommendation that the Larceny Act should be revisited with respect to the relevant sections of the Larceny Act. In fact, that is in the background of the context of the Scarborough Hospital and the removal of material.

Mr. Speaker, I would in fact now demonstrate that with respect to the Scarborough Hospital, there was a siphoning of material from the hospital site. I would demonstrate with cogent and compelling evidence once more, that there is now a siphoning of money in this project from the Treasury. This Motion represents a colossal and epic failure of the PNM Government. This Motion and I will demonstrate that greed has become good. You would recall that at the time of the sod turning ceremony for the initiation of this Scarborough Hospital project, that the President of the IADB, Dr. Iglesias, together with the then Minister of Planning and Development turned the sod for this project.

At that sod turning ceremony, the hon. Minister of Planning and Development, the hon. Member for Diego Martin West who is not here as yet, indicated that this Scarborough Hospital will be built within budget and delivered on time. What is the status today? The Scarborough Hospital project is like a necklace of abandonment of fiscal responsibility, a necklace that represents corruption and a necklace that represents conflict of interest on the part of the current administration.

Mr. Speaker, what has emerged with respect to the Scarborough Hospital is institutionalized corruption. And all this in the context of what the Gafoor

Commission of Enquiry into the health care services had to say of the current conditions of health care in Tobago. It is a voluminous report and I took the liberty to go through this report in order to bring to the attention of our citizenry, and in particular, to the Member for Tobago East and the Member for Tobago West, the contents of this report—[*Interruption*]

Mrs. Job-Davis: [*Inaudible*] have no friends in Tobago, leave them.

Mr. Ramnath: Keep quiet, now is not the time to talk.

Mr. G. Singh: Mr. Speaker—

Mr. Speaker: I would tell all hon. Members that today I am not in a very good mood, so that if you want to stay in the House, be silent. Please continue.

Mr. G. Singh: Mr. Speaker, thank you very much. As I indicated, I took the liberty of going through the Gafoor Commission of Enquiry into the operation and delivery of public health care services in Trinidad and Tobago with respect, specifically, to the Tobago Health Care and the role and function of the Scarborough Hospital or the lack of delivery of the Scarborough Hospital in that context. You would recall that it says very clearly in the Motion, that the Scarborough Hospital represents a critical part of the health infrastructure of Tobago—critical.

Mr. Speaker, critical part and a vital component, but I want to indicate what the Gafoor Commission of Enquiry had to say and I would quote the necessary pages so that Members would be guided accordingly. Volume One of the Gafoor Commission of Enquiry:

- “• The mismanagement of material resources is evident—at the Scarborough Regional Hospital. There is only one foetal monitor which is frequently out of order. (Page 9)
- Problems relating to the implementation of the Health Sector Reform Programme (HSRP) have affected the delivery of quality health Care. Ambiguities in the roles and reporting relationships among the Tobago House of Assembly (THA) and the Ministry of Health (MOH) and Tobago Regional Health Authority (TRHA) have given management and disbursement of resources and the provision of rise to conflict in the equipment and supplies. (Page 10)
- Several Factors have contributed to the poor quality of service provided to clients in T&T—Failure of NIPDEC to effectively and efficiently

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

supply pharmaceutical and non-pharmaceutical products and provide the services of procurement and contract management to the Ministry of Health. (Page 11)”

Vital issues, the Gafoor Commission of Enquiry went on to say:

- “• Implement the Canada Consultant International (CCI) recommendation for staffing, management and training for the Scarborough Regional Hospital. (Page 18)”

Volume One—Member for Tobago East.

- “• Establish an Intensive Care Unit Unit in Tobago as a matter of urgency. (Page 18)” [*Desk thumping*]

Mr. Speaker, I continue:

- “• The failure of the Regional Health Authorities to attract competent leaders has contributed to the mismanagement of the Public Health Care System—At the Scarborough General Hospital, surgical equipment is in adequate and outdated. (Page 26)

Poor quality service. (Page 30)

- Laboratory services chiefly at ... the Scarborough Regional ... are hampered by long delays in obtaining test results. In addition, the range of tests is limited.”

So, therefore, there is need to:

- “Upgrade the lab services in Tobago. (Page 48)
- Better management of the air ambulance transport of Neonates between Scarborough Regional Hospital and Trinidad. (Page 5).”

So the babies are abandoned just in the same manner that the hospital is abandoned.

Volume Two, Part I:

- “• All RHA drivers and ambulances should be brought into the EHS System. This should help to maximize the utilization of all ambulances in the system. Drivers should be specially trained as Emergency Medical Technicians. Roxborough, Castara and Charlotteville could be used as bases under the EHS system. (Page 118).—[*Interruption*]

Mr. Hinds: We read it; we read it.

Mr. G. Singh:—

“Blood Transfusion Services—

- Tobago Blood Bank refrigerator is 7 years old and needs to be replaced. Tobago does not have equipment to separate blood into its components and have to rely on a supply from Trinidad. (Page 130) “

2.00 p.m.

Page 183:

“At the Scarborough Regional Hospital...Guidelines on clinical governance are supposed to determine the standards employed by the Hospital. However, due to numerous inadequacies, the staff at the hospital are unable to fully employ such standards.

Perinatal Deaths: (page 191):

- At the Scarborough Hospital there is only one ultrasonographer to service the Hospital as well as the Health Centres on the entire island. (Page 192)”
- “...the Roxborough Maternity Clinic in Tobago has been closed due to insufficient staffing...”

That is in Tobago East.

- “The Clinic was unable to function on a 24-Hour basis and there was no resident obstetrician.”

Volume Two Part One:

- “There is only 1 Foetal Monitor and it is subject to frequent breakdowns. This increases the C-Section rate at the hospital because high-risk patients cannot be properly monitored...(Page 199)”.

So you are subjecting the people of Tobago to unnecessary invasive surgery as a result of a lack of proper health care provision in the island and you stay quiet.

- “Fans and a/c units frequently malfunction in delivery rooms.
- There is no colposcope available to the Hospital and women with abnormal Pap Smear Results are either forced to go to Trinidad for treatment or be subjected to further, riskier treatment at this hospital under general anaesthetic.

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

- At the Scarborough Regional Hospital, there are no nurses trained in neonatology. Training for nursing staff of the SRH is done in Trinidad. This poses a problem, as the nurses are usually reluctant to return to the substandard facilities at the SRH and often seek transfers. The Nurses are not given any additional allowances when transporting a sick neonate via helicopter to Trinidad, thus acting as a disincentive to undertake such exercises.
- It is recommended that a Neonatal ICU be established at Scarborough Regional Hospital to assist in reducing the neonatal mortality rate since these Hospitals cover a large geographical area. (Page 227)”

Therefore you prevent the babies from dying.

I was in Tobago recently and I was told by several Tobagonians that I need to raise this matter of the Scarborough Hospital. I want to, in particular, talk about Mr. Baptiste at the Canoe Bay Resort who asked me to raise this matter. So when the hon. Member for Laventille East/Morvant said it was read, I know who I am speaking about.

“Child Health:

- As in the case of the SRH, most health centres in Tobago are poorly equipped to provide primary care to children. The worst case can be found at Roxborough...”

And you stay quiet.

“where the building that houses the centre can easily be condemned.

- The Health Centres on the eastern side of the island are poorly equipped. Patients often make the 2-hour journey to the well appointed Canaan Health Centre from areas like Charlotteville and Speyside, even during the opening hours of their own Health Centres because service in town is perceived to be much better. (Page 257)
- At Canaan, however, there are few, if any, registered nurses to run the facilities there. As a result, community nurses run clinics for which they are not trained.”

Volume Two, Part One at page 258:

- In Tobago, there has been a steady increase in the number of cases of HIV/AIDS and increasing mortality and morbidity.”

By the lack of proper facilities.

“The Tobago House of Assembly and the Central Government are in the process of having a new hospital built at Signal Hill to replace the current one.”

That is the hospital, an integral part of the health care.

- “The SRH is currently located in a building that was erected approximately 150 years ago. It was converted in 1900 to accommodate patients.”

During the Commission’s visit to the SRH in August 2005, the Chairman of the Commission summed up as ‘atrocious’, the condition of the SRH.”

And that atrocity continues on a daily basis while we leave this new building un-built.

At Page 226—Plant:

- “Ventilation in the Maternity Ward was unsatisfactory.
- Windows in the male ward were either destroyed or damaged.
- Office Space for the Medical Social Worker was inadequate and lacked proper ventilation.
- The structure and layout of the Radiology Department did not allow for adequate radiation and protection for medical staff.
- Termites had invaded the Psychiatric Ward.
- On the corridors of the Hospital, there were discarded beds, gurneys which could prevent the smooth passage of patients and staff.
- County Medical Officer, Dr. Mentor Melville, has to issue warnings to the Hospital Administration to sanitise areas which had been found to be bacteria ridden.

Transfer of Patients to Trinidad (Page 226):

- Because of a lack of ICU and equipment such as CT Scan Machine and other specialty services, patients must be transferred to Trinidad on a daily basis. The unavailability of seats on BWIA and Tobago Express, lack of insurance coverage for accompanying nurses and unreliable ground transportation, made the transfer problematic.”

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

Then you had the whole question of rehabilitation services at page 227; the inadequate number of nurses; obstetrics, gynecology. At page 229:

- “The diathermy machine is needed to stop bleeding during surgery. Three are needed. The one that is in use has been borrowed.”

So you can bleed to death in the current Scarborough Hospital. It continues:

- “Scissors do not cut and clamps have been known to slip off important blood vessels.
- Surgical procedures are sometimes postponed since the A/C Unit is not in good working order.
- An unreliable supply of linen, surgical packs and gloves limits the number of operations that can be performed on a weekly basis.
- Some members of the public seek medical care privately or in Trinidad since they have doubts about the confidentiality of Tobago staff.”

This is what the Commission of Enquiry is saying about the Scarborough Hospital which is the focus of this Motion.

“Pediatric Ward (Page 230):

- Staff shortage
- No exit on Ward
- No head nurse station
- Inadequate bed space
- No recreation room for children
- No isolation room on ward
- No dressing room
- No preparation room
- No paediatric cardiac monitor
- No staff room
- No doctor’s station
- No proper ventilation
- No accommodation for breast feeding mothers

- No bedside accommodation
- No storage room
- No washrooms designed for children”

It continues:

“Equipment & Supplies:

- Unsatisfactory procurement process...”

The whole area of the mortuary and the problem associated there: the blood bank, the radiology department. [*Interruption*]

Mr. Hinds: I am bored.

Mr. Speaker: If you are bored, go outside.

Mr. Hinds: I should do that, Mr. Speaker. [*Crosstalk*]

Mr. G. Singh: Mr. Speaker, I am dealing with the lack of proper health care provision in Tobago and if the hon. Member for Laventille East/Morvant is bored as I speak of the litany of woes that the Gafoor Commission of Enquiry has pointed out in every area of health care with respect to the Scarborough Hospital, then it tells you volumes of the lack of compassion of the Member for Laventille East/Morvant for the people of Tobago.

This is what the Gafoor Commission of Enquiry had to say.

“Initially, the commencement of construction of a new hospital for Tobago, in 2003, offered much hope and anticipation for both staff and the public. However, the project has been embroiled in a plethora of issues relating to basic design flaws, construction delays, significantly high cost overruns and now legal arbitration. Because of these complications, work was suspended at the site since September 2005.”

This is what is happening. So the new Scarborough Hospital—there is no hope; there is no work taking place. Can you imagine the morale of the staff at the 200-year-old Scarborough Hospital? That building in itself—I do not know whether you have visited, but I have—is a sick building. It was a fort; it was not designed for purposes of a hospital.

When you recognize the reality of what is facing the people of Tobago and you see the lack of compassion and the lack of good governance on the part of this Government with respect to the manner in which they dealt with the

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

construction of the Scarborough Regional Hospital, you recognize that they had mixed motives when they were seeking to establish the construction of the Scarborough Hospital.

I received in my mail a copy of the ICC International Court of Arbitration, Case No. 13 455/JNK/EBS; NH International (Caribbean) Limited (Trinidad and Tobago) vs National Insurance Property Development Company Limited (Trinidad and Tobago). This is a matter dealing with the Scarborough Regional Hospital. I know that the hon. Member for Laventille East/Morvant would have read this already. You see, this decision of the sole arbiter, Mr. Robert Gateskill was delivered on May 31, 2006 and it reached my mailbox subsequently.

What I would demonstrate by reference to various paragraphs in this arbitration proceedings is the fact of the matter that the Scarborough Hospital has moved from a contractual price of \$135 million in which the hon. Member Diego Martin West, the former Minister of Planning and Development, indicated that there would be no cost overruns; that it would be delivered on time—at the time of the sod-turning. It moved from \$135 million to \$286 million, to \$404 million and then to \$474 million.

Mr. Panday: And climbing.

Mr. G. Singh: They have moved from the movement of siphoning of material from the Scarborough Hospital site to the siphoning of moneys from the Treasury. We will demonstrate that this administration has been conned by NH International, because the prime mover and shaker of NH International is a financier of the PNM.

I will demonstrate that when you read this arbitral award, you will recognize the bungling of the Minister of Health, Nipdec and the unfortunate realities; that this bungling has cost the Government and the people of Trinidad and Tobago a lot of money and prevented the ordinary people and the poor people who travel to Tobago and who are in Tobago, from accessing proper health care. [*Desk thumping*]

With your leave, I intend to make reference to, and point out, these various paragraphs because it is very relevant to this Motion before us which indicates that the construction of the 100-bed hospital was contracted for \$135 million and has become entangled in allegations of conflict of interest, corruption and massive cost overruns. I recall the principal mover and shaker of NH International in dealing with the Scarborough Hospital initially—

Mr. Ramsaran: Who is that, Imbert?

Mr. G. Singh: Mr. Emile Elias. He indicated in the newspaper that the words “cost overrun” has no meaning here. He was saying to this country that the words “cost overrun” has no meaning with respect to the Scarborough Regional Hospital. He meant that it was thievery. He did not mean cost overrun.

I will now read various paragraphs from this arbitration delivered on May 31, 2007; and this is but June 2007. I will go through the chronology as set out by the sole arbitrator, Mr. Robert Gateskill QC.

At page 65 of the arbitration proceedings, I quote:

“Chronology: 12/3/2002—Invitation to Tender.

2/5/2002—Bids Return

30/01/2003—Letter of Contract Award.”

And when you look at that letter of contract award in paragraph 3.1; I quote:

“By a contract agreement in writing dated 6th March, 2003 between the parties herein, the claimant, that is NH International, was engaged to execute certain works for the sum of \$118,185,069.15, plus Value Added Tax in the sum of \$17,727,760.37.”

So that was the contractual arrangement. So at that time of the contractual arrangement, the sum contracted for the delivery of a 100-bed hospital was \$135 million. The funding—same place—from the IADB. A significant part of the funding came from the IADB. That is why the president of the IADB, Dr. Eglesias was there with the hon. Member for Diego Martin West, turning the sod. But you know, the IADB has gone very silent on this project—very, very silent! That is the kind of multilateral institution in which you begin to lose respect, because if the IADB, after almost four years—because May made it four years—the project is not complete; William Robinson, the country’s representative, is staying very quiet. And the IADB has certain ethical guidelines.

Mr. Manning: Leave his name out of it.

Mr. G. Singh: Well, the country’s representative ought to say something to the people of this country because they provide funding for this project, but they have gone very silent.

17/3/2003, work commenced. And on the 25/08/2004 there was a request for arbitration. You see, you have to understand the role of this financier of the PNM.

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

He is a smart man by half. He knows how to set up the Government and the Government fell hook, line and sinker, because he did not want to complete this project. I will demonstrate by the arbitration proceedings. He got money and cut out of the project. *[Interruption]*

Mr. Speaker: Order!

Mr. G. Singh: By 4.3 at page 15 of the arbitration proceedings it states:

“By e-mail of 7th November, Mr. Morris of the Claimant informed the Arbitrator that the Claimant was requesting that all issues currently in dispute be addressed in arbitration whereas the Respondent was seeking to limit such issues which had been originally referred to in arbitration...”

As at 7th November the Claimant was claiming a total of \$222,274,194.93. It further stated that there were over 1,000 issues in dispute...”

So he was not building the hospital, he was engaged in a charade to milk the Treasury.

“including the valuation of almost all variation and additional works, the extension of time to which the Claimant was entitled, the valuation of claims for delay and disruption and the extent of alleged defects and liability for rectification. All works had been suspended and the workforce laid off.”

So you understand what the hon. Member was doing; engaged in a process of conmanship.

“On 31/07/2005—Interim Payment Certificate:

Claimant owes \$21,050,383.15.”

So you understand what is happening. He was overpaid and I will demonstrate how NH International was overpaid and Nipdec had to try and get back \$21 million from NH International.

At page 44:

“Contract constitutes a public works health care project.

- B. The basis of the funding as identified in the invitation to tender, that is part loan finance provided by the IADB and part funded by the Government of Trinidad and Tobago, counterpart funds with the Government of Trinidad and Tobago’s obligation to fund any cost overruns on the project as certified by an engineer up to November 06, 2006, which basis of funding has remained unchanged from the inception of the project.

The Respondent contends (that is NIPDEC) that is beyond any reasonable doubt that shortly after the date of suspension of work in July 2005 and the subsequent purported termination of the contract on 3rd November 2006, effective 17th November 2006, the Claimant knew it had been substantially overpaid.”

So NH was substantially overpaid.

“Further, as recorded in IPC, No. 28 issued on 31st July, 2005, that is approximately three weeks after the formal suspension of the work by the Claimant, of which 14 days’ notice was given on 23rd June, 2005, the Claimant has been indebted to the Respondent Government for the sum of \$21,050,383.15.”

Can you imagine that? This Government, through Nipdec, overpaid NH International to the tune of \$21 million! I know contractors “does have” to run down clients for their money, but in this case, the profligacy, the lack of accountability, the lack of scrutiny, the lack of leadership on the project and the lack of management—you have an overpayment of \$21 million.

So you have \$21 million siphoned from the Treasury into the pockets of Emile Elias and NH International.

Dr. Khan: Just like that.

Mr. G. Singh: Just like that. This is what the arbitrator is saying. At the same page 46, paragraph 6, it says:

“Notwithstanding the engineer’s determination of the contract price of TT \$224 million-plus, on 5th October 2006, the Claimant continued the practice of inflating the contract price firstly to the sum of \$404,541,337.89.”

So he moved from \$135 million to \$224 to \$286 million, now to \$404 million. And even that—greed is good under this administration. That did not stop him. How much was enough? He went on:

“...and more recently to the sum of TT \$474,201,877.60.”

As stated in the claimant’s letter of October 10, 2006.

This hospital for the people of Tobago, in particular for the people who need to have access to public health care started off as \$135 million for a 100-bed hospital; fixed price contract; it moved to \$224 million; it moved to \$286 million; it moved to \$404 million and it has now moved to \$474 million. And in the midst of all of this we have the kind of dinosaurial hospital currently existing—200-year-old building, and there is silence on the part of the Government indicating their culpability in this matter.

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

This is what Nipdec said at page 72, paragraph 14.3.3:

“NHIC realized it had been significantly overpaid by this point and so had no incentive to continue the contract and hence wanted to withdraw. Wendy Ali, the General Manager of Nipdec said that NHIC were not interested in continuing the project.

Paragraph 14.3.4:

Mr. Elias of NHIC said he was unhappy of the terms of a Ministry of Health letter, particularly since it used the words ‘without prejudice’ and did not say as the 28th December, 2004 letter had done that Cabinet had approved the necessary funds. He gave evidence of how he received no reply for about 15 months until the flurry of letters in October/November 2006.”

This is the Government of Trinidad and Tobago together with the IADB, a reputable multinational institution until now, fund a project; the project escalates in cost; Mr. Elias brings the contract—or suspends work when he gets a \$21 million overpayment, and he said that he was not happy with the financial arrangements made because the letter of the Ministry of Health indicated that it was “without prejudice”.

Can you imagine that? Mr. Elias has said so publicly, that he is a financier of the PNM. [*Interruption*] You may wish to refute that because I do not believe everything Mr. Elias has to say. In fact, a judge has ruled—and I will come to that—that Mr. Elias, in fact—you cannot believe anything he has to say because on the newspaper of *Saturday Express*, July, 2005, NH International which said:

“We acted ethically:

One of the construction companies being investigated by a Commission of Enquiry for alleged acts of impropriety yesterday defended its name claiming that it has acted with the highest corporate, ethical standards at all its projects and even before the Commission.”

That is the kind of unethical, renegade, predatory behaviour that the doublespeak that my friend from Barataria/San Juan spoke about; the phony morality. You are acting with the highest ethical standards but you are ripping off sand, gravel and equipment and then you are siphoning money from the Treasury.

Mr. Ramnath: And the PNM accepts it.

Mr. G. Singh: And the PNM is silent, as if there is collusion! They are accountable to the people but they are silent! At paragraph 73, it states:

“On October 5th the engineer determined the second estimated contract price at about \$224 million. This was substantially less than the earlier figure of \$287 million of July 2005. The effect of that reduced figure was that NHIC now owed a substantial sum to Nipdec rather than the other way around. It is important to note that for all the purposes of this first substantive hearing, the parties have agreed that all matters relating to the determination of contract price have been deferred to the second hearing.”

So here you have a situation where this contractor, doing projects for the Government all the time, any letter which says: “without prejudice”, he is willing to abandon the project. This is what Mr. Elias says. When you look at the roll-call of persons who gave evidence before this arbitration proceedings: Ministers of Government, permanent secretaries, persons from NH International, Stantech, as whole roll call—this is what Mr. Elias had to say at 17.4.

2.30 p.m.

Paragraph 17.4 says:

“Mr. Elias...gave evidence about earlier dealings of construction contractors with the GORTT and said these demonstrated that cabinet approval was necessary before cost overruns could be paid.”

Now he is saying that because the Ministry of Health wrote him a letter saying that without prejudice they would agree to pay \$286 million, he wanted Cabinet approval because of the words “without prejudice”. He said publicly in the newspaper report that the words “cost overruns” have no meaning.

What has emerged? There is a Government that was not prepared to deal with this contractor in a manner requisite of the government of the people of Trinidad and Tobago. The Government did not seek to build aggressively the Scarborough Regional Hospital. They left it to the contractor because he was on the inside. He was part of the whole network of financiers. Nothing has been said about repayment of this \$21 million. If it has been repaid you tell me. I am not in government, but on the facts before me as of May 31, it has not been paid. You try to extract money from Emile Elias. I wish you well. Emile Elias is saying that the cost overrun from \$235 million to \$286 million to \$404 million to \$474 million requires specific Cabinet approval.

The arbitrator, Robert Gateskill QC says at paragraph 18.6:

“The answer emerging from the evidence as regards the significance of cabinet approval, is that (quite properly, and for very good public policy

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

reasons) the GORTT cannot pay large sums of public money in respect of cost overruns on construction contracts unless cabinet approval is given in advance or, perhaps, retrospectively. The issue of cabinet approval cannot simply be ignored. It is, at some point, an essential element of any ‘arrangement’ to pay.”

The question then arose as to whether the Government of Trinidad and Tobago made proper financial arrangements that would enable the Government to pay NH International. You have a government that is awash with money but cannot make proper arrangements to pay the contractor to build the Scarborough Regional Hospital but can overpay him to the tune of \$21 million. No wonder he took that approach of treating the Government; the Prime Minister; Cabinet and people of Trinidad and Tobago with sheer contempt. Whether or not the Government made proper financial arrangements, the next question arose as to whether or not it conveyed those financial arrangements to the contractor.

This is Emile Elias and Trinidad and Tobago. He has contracts to the tune of hundreds of millions of dollars in this country and he is taking the Cabinet and the Government headed by Prime Minister Patrick Manning for a ride and milking the Treasury; siphoning with ease millions and millions of dollars from the Treasury. You had to establish whether appropriate financial arrangements were made; whether there was reasonable evidence and those arrangements were conveyed to NHIC.

The findings of the arbitrator is a damning indictment on the Government that it cannot manage appropriately, the country’s resources. Recently, the Prime Minister went on a drive. He drove himself. I am happy because this Scarborough hospital and the financial arrangements and the payments made demonstrate that the Prime Minister as the head of Cabinet was a back seat driver. *[Interruption]* That day he went he was a front seat driver and moving around his constituency. It demonstrates that no one was driving this process. Because of who was the contractor the Government allowed him to rip off the Treasury; siphon money out of the Treasury. The sum of \$21 million was overpaid. You escalate from \$135 million to \$224 million to \$286 million to \$404 million to \$474 million. Yet the Government does not make proper financial arrangements and convey that to the contractor. What will a reasonable man believe? What will the man on the street believe as to this kind of legal subterfuge to milk the Treasury? The Government is collaborating with this kind of rape and plunder of the Treasury.

The Motion speaks about the project being incomplete; no construction work is taking place and no resumption is in sight. For me, you can get outsmarted

because you are an incompetent government. You must remain committed to your objective of delivering a proper hospital to the people of Tobago. There is an abandonment of that objective and responsibility. There is no hope as the pain and suffering take place. It is as if the Government, in a collective move like ostriches, buries its head in the sand and exposes itself otherwise. When this first arbitration proceeding is completed, there would be the second arbitration proceeding dealing with the whole question of contract price. In the meantime the people of Tobago suffer. Whilst all that maneuvering is taking place, the police are not acting with respect to the Larceny Act.

Why is the Anti Corruption Bureau given the mandate to deal with the allegations contained in the recommendation of the Sealey Commission of Enquiry? I know that Lindquist in the ENRA programme drilled roads and took out core samples for forensic testing. Here you can follow the gravel; sand; cement and the backhoes and nothing is being done, because there is that kind of division in the approach. One rule for others and one rule for PNM financiers.

Al Gore, the former Vice-President of the United States, in a most recent work, *The Assault On Reason*, had this to say. Page 71 states:

“Respect for the rule of law is one thing. It is indivisible and as long as it remains indivisible so will our country. If either major political party is ever so beguiled by a lust for power, that it abandons this unifying principle, then the fabric of our democracy will tear.”

Resonant words in this country, today. I will read it again.

“Respect for the rule of law is one thing. It is indivisible and as long as it remains indivisible so will our country. If either major political party is ever so beguiled by a lust for power, that it abandons this unifying principle, then the fabric of our democracy will tear.”

The Prime Minister is quoted in today’s newspaper as saying that no one is above the law. It appears to me that the police are not pursuing the recommendations of the commission of enquiry. There is an abandonment of responsibility. I call on the Anti-Corruption Bureau to act on the basis of the recommendations of the Sealey Commission of Enquiry. You will recall that the Sealey Commission of Enquiry indicated that NH did not own the material. Page 19 states:

“..how much material was removed from the Scarborough Site and what is its value?”

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

That has been answered by Nipdec. It is \$5 million worth of material. Nipdec said so in response to Emile Elias when he indicated that no material was moved. It continues:

“The Commission finds itself bereft of evidence of the total amount of material and its worth which were removed from the Scarborough Hospital Site, as most of the delivery slips, bills of lading and order slips relating to the removal of such materials removed are in the possession of the Integrity Commission...

‘The Commission has reviewed and considered the respective submissions of Mr. Armour and Mr. Lee, both of which have considerable merit, but without the benefit of a judgment of the High Court and bearing in mind that the Commission being not so ensconced with a similar jurisdiction, it was decided *ex abundati cautela* to have the evidence of Mr. Gilbert of the Integrity Commission expunged from the records of the proceedings of the Commission of Enquiry.’

Further, the Commission considered the letter of Tuesday the 23rd November 2004 from NHIC requesting the removal of certain materials from the Project to Tobago Plantation Complex and the approval by Dan Zak for such removal. Such a request was a clear refutation of the pretended claim of NHIC that all materials on the project were the property of NHIC. It also demonstrated that such a claim was totally unfounded and that the removal to the Land Date Development was pure subterfuge.”

In this context and resonating what Al Gore said that there ought not to be any kind of totem pole of discrimination with respect to the application of the law, that the law was indivisible in its application. Why is the Anti Corruption Bureau not dealing with this content? Mr. Craig of the Anti Corruption Bureau is a respected policeman. *[Interruption]* Mr. Speaker, I conferred with the Chief Whip because we made an arrangement that I would stop earlier than usual in order to give him the opportunity to respond. He indicated to me that I should speak for the whole period. I so take the agreement in that light. *[Desk thumping]*

It is clear that this Government had not made appropriate financial arrangements that they are selective in how they treat with matters and that does not augur well for our democracy. It is clear in this case that what has emerged is that a contractor has found a methodology; a way to scam the public purse and siphon money out of the public purse; to move it from \$135 million to \$224 million to \$286 million to \$404 million to \$474 million. This Government because of its incompetence, failure, moral timidity and complicity to act against

the rape of the Treasury because the contractor is a PNM financier, is repugnant to my sense of democracy and the public interest. Repugnant! It is repulsive! In fact, it is revulsive that this contractor should be allowed to get away like this. *[Interruption]* I feel passionate about this.

I went to Panama because I work for Constellation and there was an inaugural flight, Port of Spain/Curacao/Panama. We went to look at the expansion of the Panama Canal and a series of businessmen went there in accordance with the vision articulated by the Member for Diego Martin Central. One person was Mr. Solomon Mohammed with a group of businessmen. You should see the level of infrastructure required. When I saw what they are going to do in the expansion of the Panama Canal, I contemplated, that is what First World thinking is about. That is what First World infrastructure development is about. We cannot build a hospital and we are getting ripped off in the process of building something simple as a hospital.

I will read from Sandra Jones, PS, to give you an indication of the level of incompetence that is flowing from this regime. Paragraph 18.25.2, page 95 states.

“27. On October 3, 2006 the Hon. Minister of Health called me into his office and drew my attention to the NIPDEC letter which he had received. The Minister read out the contents of the NIPDEC letter to me and we thereafter discussed its contents. The minister then informed me that based on the need to have all encumbrances cleared so that the SHP could resume without delay, he had held discussions with the Prime Minister and the Minister in the Ministry of Finance, Mr. Conrad Enil, and the Hon. Attorney General on the request made by NIPDEC in its letter of September 29, 2006.

28. The Hon. Minister of Health advised me...”—

Where is he today? One would have thought that in a matter as important as the health sector in Tobago, dealing with the flagship hospital in Tobago, the Minister would have been here to deal with these matters that I am raising.

Mr. Valley: Mr. Speaker, I want to assure the Member that the Member would be here to participate in this debate, not today. As you know this Motion will continue. The fact that the Member had other commitments for today, he just could not be here.

Mr. G. Singh: Mr. Speaker, you see, when they have other commitment it is fine, but when other people have other commitments, they say “yuh duck and run”. *[Desk thumping]* The duplicity is very clear to me. Paragraph 28 continues.

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

“The Hon. Minister of Health advised me that the Minister of Finance, on October 3, 2006 had agreed in writing with the recommendations made by NIPDEC and had so indicated on the NIPDEC letter and had also affixed his signature thereto. The Attorney General also affixed his signature to the NIPDEC letter so as to indicate that he was consulted on the matter and concurred with the approach to be taken. The Hon. Minister showed me the signatures of the Attorney General and the Minister of Finance which were affixed to the NIPDEC letter. A true copy of the said letter bearing the initials of the Attorney General and the Minister of Finance is now produced and shown to me...

29. Following the request aforesaid of NIPDEC, the Hon. Minister then instructed me, in my capacity as Permanent Secretary, MOH/Accounting Officer, to issue a letter to the Contractor, (letter of financial arrangements) affirming GORTT’s commitment to funding the completion of the SHP. In addition I was instructed, as requested by the Minister of Health to prepare a Note to the Cabinet for ratification of the action taken by the Ministry.”

The situation was so bad with NH ripping off the Treasury, but the Government wants the hospital built. They convene a meeting with the Attorney General, the Minister of Health, the Minister of Finance and the Prime Minister to fast track the process. Do you think NH bothered with them? He did not bother with them because he who pays the piper calls the tune.

Paragraph 18.25.3 states:

“As was apparent from the decision... by the Minister to have a Note to Cabinet for ratification prepared, and from the approving signature of the Attorney General and the Minister of Finance, and from the discussion held with the Prime Minister... a decision had been taken by three key members of the Government (Prime Minister, Minister of Health and Minister of Finance) that arrangements be put in place to fund the completion of the SHP.”

The Government under the Prime Minister—this contractor has the gall to go to the Prime Minister recently to say that they are not getting a fair share of the contracts in this country. Can you imagine that? He is bereft of shame. Bereft of shame! He goes to the Prime Minister and when the Prime Minister said that they have made the appropriate arrangements by the ratification of the note, even before Cabinet sits, there is no regard. You have not made appropriate financial arrangement because your letter said “without prejudice”. No regard! Absolutely no regard! He knows everything that I am saying is true.

This Government, with the contractor watching every line and detail of the FIDIC contract decided to outsmart, outscheme and con this Government into paying him for a contract which he did not complete and which he has absolutely no intentions of completing for the people of Tobago. Notwithstanding the appropriate financial arrangements made, the contractor said, I did not get evidence. I have no reasonable evidence because you said, "without prejudice". Can you imagine that? This Government spent over \$200 billion over the last several years. This contractor, the beneficiary of hundreds of millions of dollars of contract says that he has no fear.

It is clear to us that in the current circumstances this government cannot and will not build a hospital for the people of Tobago. It is my information that is why I called the country's representative of the IDB. I do my duty as a parliamentarian. I called; left messages; called back and I even called this morning. It is my understanding that the IDB has indicated that the current building would have to be demolished. The Scarborough Hospital would have to be demolished.

Mrs. Robinson-Regis: Would the Member give way? As the Minister of Planning and Development, and governor for the IDB in Trinidad and Tobago, I have no such information. No such information has come to the Ministry of Planning and Development, either from the head office of the IDB or the country's representative of the IDB. The information that the Member has is totally unfounded. Thank you, Mr. Speaker.

Mr. G. Singh: The Minister should enquire before making a conclusion. The Minister should call the country's representative and ask: What is IDB's position on the Scarborough Hospital? Do you have any recent report by the consultant? Instead of coming to a conclusion on the basis that she has no information. How can you conclude—

Mrs. Robinson-Regis: Mr. Speaker—

Mr. G. Singh: I am not giving way. This is a minister who indicated that she lacked discretion and engaged in inappropriate behaviour. I am guiding her appropriately. Call the "country rep" and deal with him appropriately.

Mrs. Robinson-Regis: Talk to Panday about Desal and InnCogen.

Mr. G. Singh: The reality is that this Motion points to a lack of proper governance in the country and the fact that it is a bunch of incompetents across there when they are not engaging in appropriate behaviour. This Motion

Scarborough Hospital Project
[MR. SINGH]

Friday, June 29, 2007

demonstrates that this Government has not acted in the public interest and has colluded, collaborated with a contractor and a PNM financier to siphon money from the Treasury. It is clear that this Government ought to be condemned for not acting in the public interest and for its lack of focus in the construction delivery of the Scarborough Hospital.

With these few words, I commend this Motion to the House.

Dr. Hamza Rafeeq (*Caroni Central*): Mr. Speaker, I beg to second this Motion and reserve my right to speak at a later stage in the debate.

Question proposed.

The Minister of Works and Transport and Acting Minister of Health (Hon. Colm Imbert): Mr. Speaker, it falls to me in my capacity as Acting Minister of Health, to respond on behalf of the Government. I am able to address the issues raised by the Member for Caroni East which demonstrates the resilience and capability of this PNM administration. [*Desk thumping*] Even though my colleague is attending to family business, we have the resources to deal with these issues. The Member for Caroni East has made a number of allegations and it is necessary for me to debunk some of them.

3.00 p.m.

One of the statements made by the Member for Caroni East that is simply incorrect is as follows: that the contract price for the Scarborough Regional Hospital has moved from the initial figure of \$135 million to \$286 million to \$404 million and eventually to \$474 million. The Member for Caroni East made this revelation, obviously as part of his overall allegation that this PNM Government is colluding with a particular contractor, NH International, to siphon money from the Treasury.

The statements made by the Member are false. They are not correct; they are not true; they are not accurate; they are without any foundation whatsoever. What the Member did was to read, from the arbitration document, the report and award of the arbitrator, Case No. 13 455, in the International Court of Arbitration between NH International and National Insurance Property Development Company (Nipdec).

The Member read, not the statements of the arbitrator, but the contentions of the respondent and I think it is necessary to give information on how arbitration is conducted. In any arbitration into disputes arising from a contract and this particular contract—Mr. Speaker, I see you are in a better mood, now.

Mr. Speaker: I know you have great expertise. [*Laughter*]

Hon. C. Imbert: I note that you are in a better mood now. I am glad I have been able to cheer you.

In any arbitration arising out of disputes over a contract—these disputes in this particular case—the particular conditions of contract, which are the FIDIC conditions, 1999 edition, the disputes must first be referred to arbitration. So, you have an employer and a contractor and, from time to time during the duration of a contract, there will be disputes. The contract gives a procedure for the settlement of these disputes.

First, they are referred to the employer's representatives, which, in this case, would be the architect. If the employer's representative cannot settle the disputes, they are referred to arbitration. The arbitration is commenced when an arbitrator is chosen. The first thing an arbitrator does is to call on the parties to state their claims, so the contractor will state his claim and the employer is then given the opportunity to respond and put in a counterclaim. The contractor is then given an opportunity to respond to the employer's counterclaim and response.

The Member for Caroni East simply read extracts. All the arbitrator was doing was reciting the claims of the two parties. The Member for Caroni East read out what the respondent, the National Insurance Property Development Company, was saying. He was saying what the contractor had attempted to do. This statement about how the contract sum had moved from \$135 million to \$286 million to \$404 million to \$474 million is patently false. That is what the contractor was trying to do. The arbitrator was saying that that was what NIPDEC was saying NH International was attempting to do. That was not a finding of the arbitrator. He did not find that the contract sum had gone from \$135 million to \$404 million. All he did was to recite the response of the employer saying this is what the contractor was trying to do.

I want to bury this immediately. I need to disabuse the country of the notion that the Government is somehow in collusion with this contractor or any other contractor for that matter. That is a patent falsehood. Let me read into the record the expert report of Mr. Paul Vatrack, the accredited mediator, in respect of quantum and time-related issues with respect to the arbitration between NH International and the National Insurance Property Development Company Limited. I guess the Member did not get this in his mailbox. What he got— [*Interruption*] He cannot quite get it; it is a recent document; it has not reached the mailbox yet.

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

Because the arbitration was a highly complex matter, the Member for Caroni East, quite correctly, made the point there were more than 1,000 claims made by the contractor, which were of a highly technical and complex nature; all sorts of designs and other issues. Because the contractor had made these claims, the arbitrator felt that he needed to rely upon expert guidance in terms of quantifying the true value of the work done on the hospital in Tobago. So a panel of expert quantity surveyors was presented to the parties and, by a process of selection, both agreed eventually to Mr. Paul Vatrack, F.R.I.C.S., M.C.I.A.R.B., C.E.D.R., accredited mediator. They gave him the responsibility to establish the value of the work done on the project. This \$474 million was simply an inflated figure put in by the contractor to get as much money as possible out of the contract. That was simply an attempt on the part of the contractor—*[Interruption]* Let me finish before I give way. Let me read this page. I will not treat you the way you treated the Hon. Member for Arouca South.

The accredited mediator, who is a quantity surveyor of repute, an international quantity surveyor, has evaluated the claim of the contractor and NIPDEC's counterclaim and the international quantity surveyor has determined that, based on—and I am reading now. Member for Caroni East, I was listening to you when you were talking. I did not interrupt you, so I want you to listen now. On page 158 of this document, this is what the independent quantity surveyor said:

I consider, as previously confirmed and explained, that NHIC are entitled, in respect of its contract with Nipdec to construct the Scarborough Hospital in Tobago, the following:

...the sum of \$147,543,580.05

In considering any net amount paid due to NHIC. Previous payments by Nipdec to NHIC should be taken into account.

Let me now read what the independent quantity surveyor found on the NIPDEC side.

I consider, as previously confirmed and explained, that Nipdec is entitled, in respect of its contract with NH International to the sum of \$20,873,101.60.

To put it simply, the independent quantity surveyor agreed to by both parties and approved by the arbitrator, found that NH International was entitled to \$147 million and that Nipdec was entitled to \$20 million. Therefore, the net amount due to NH was \$127 million. There is a vast difference between \$127 million and

\$474 million. The net amount due to NH as determined by this world renowned expert is \$127 million and since NH has already been paid \$135 million, it means that at this point in the arbitration, which, as the Member for Caroni East correctly said is continuing, now that the quantity surveyor has reported on the value of the measured work, the money owed to Nipdec because of the defective work, it means that NH owes NIPDEC \$8,649,311.55. That is the finding of the international quantity surveyor. It is not \$474 million; it is not \$404 million; it is not \$286 million. What the quantity surveyor has established is that NH was overpaid to the tune of \$8 million.

Mr. Yetming: [*Inaudible*]

Hon. C. Imbert: You are taking me into areas into which I do not wish to go at this time. The fact is that, unless the arbitrator declares that the independent quantity surveyor, a Fellow of the Royal Institute of Chartered Surveyors, a Member of the Chartered Institute of Arbitrators of the United Kingdom, this distinguished world-renowned expert from the panel of experts from the International Court of Arbitration, has gone mad, then this is what it is. This is the reality and not what the contractor or the Member for Caroni East would have us believe. [*Crosstalk*]

Mr. Speaker: Order!

Hon. C. Imbert: This Government, unless the arbitrator rules the quantity surveyor has gone mad, is certainly not going to pay this contractor \$474 million. It is clear, based on the information so far—the arbitration is continuing—that the contractor's claim of \$474 million is outrageous.

Mr. Ramsaran: Thank you for giving way, Mr. Minister. What was this money paid for, seeing that the hospital is not yet completed?

Hon. C. Imbert: I will come to that in due course. I was simply dealing with what arbitration is and how arbitration is conducted. The contractor makes his claim—he can claim \$1 billion; he can say whatever he wants—and it is up to the employer to respond to his claim and then make a counterclaim against him, which is what has happened here.

The contractor claimed \$474 million; he was awarded \$147 million; Nipdec was awarded \$20 million. When you net it off: \$127 million, he got \$135 already, so he has been overpaid \$8 million. It is not the intention of this Government to allow this contractor, or any other contractor, to siphon money out of the Treasury. [*Desk thumping*]

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

There is no collusion. I can tell you that this arbitration was argued very aggressively and very vociferously by the attorneys for Nipdec on behalf of the Government. The question of the value was argued, which is why the quantity surveyor has dismissed the claim of the contractor.

With respect to the other matter that the Member for Caroni East has raised in terms of reasonable evidence of availability of funds, there is something you need to know. I said I would deal with some of the allegations of the Member for Caroni East, but on some of them I have a common view. In this particular case, it is the first time, to my knowledge and to the knowledge of persons to whom I have spoken, that this particular clause in the FIDIC 99 Conditions for Construction have been invoked by a contractor in these circumstances. It is the first time that there has been a ruling by an arbitrator on this matter, so this is not even persuasive as the Member for Caroni East would know.

It is the first time, as far as I know—I am subject to correction—that a contractor has rendered a decision on the meaning of this particular clause. This clause, 2.4, of the FIDIC 99 conditions states that, on request from the contractor, an employer is required to provide reasonable evidence that financial arrangements have been made and maintained to meet the contract price.

You heard the Member for Caroni East recite that the Prime Minister in his capacity as Minister of the Finance, the Minister in the Ministry of Finance, Mr. Enill, the Attorney General and the Minister of Health had all given certain assurances that funds were available. The Permanent Secretary in the Ministry of Health had given assurances that funds were available, but, in this particular case, the claim was that all of that is nice and good; it was all very well for the Prime Minister, the Minister in the Ministry of Finance and the Ministry of Health, to give the assurance that funds were available; it was all well and good that we are an oil rich country and that we have billions of dollars, but in this particular case, evidence of a Cabinet decision was required to meet the requirements of clause 2.4.

I share your concerns. Mr. Speaker, you need to understand the implications of this if it is allowed to stand or, at the very least, if it is not distinguished as being the peculiar facts of this particular matter. Mr. Speaker, what has happened here is that a contractor makes a claim which may result in an increase in the contract sum. Let us take a contract—let us use round numbers—to build a stadium, for say \$100 million—stadium on my mind these days; myself and my colleague—and somewhere along the line there were adverse weather conditions, unavailability of materials, design changes, whatever reason, causing the

contractor to make a claim and say that, as a result of changing the shape of the roof, he is claiming that the contract sum is \$110 million. The engineer evaluates it and says that the contract sum went up but only to \$102 million.

Do you realize, in those circumstances, if this decision is left, that contractor could say that it has gone from \$100 million to \$102 million and that until he is given evidence of a Cabinet decision to allow the increase in price from \$100 million to \$102 million, he is going to stop work? That is what happened on this project. A contractor made a claim; the claim led to an evaluated increase in the contract sum, the engineer or architect evaluated the claim and said that there was an increase in the contract sum, and the contractor then said he wants evidence that arrangements are being put in place to fund and maintain the increase and he requires the approval of Cabinet. *[Interruption]* Well he stopped.

Let us not go into oil. I do not want to start on things I do not have information on. He stopped. The contractor invoked a particular clause, clause 16, and said that under clause 2.4 he is requiring the employer to provide him with evidence that financial arrangements have been made to meet the new contract price and, by evidence, he meant a Cabinet decision. You can take that down to the smallest thing, Mr. Speaker, for example, a pre-school, where, for \$3 million, you are building a pre-school and you have to change the foundation arrangements or something and the contract sum goes up by \$100,000.

With this decision, a contractor can say: I want a Cabinet decision that you are authorized to increase the price from \$3 million to \$3,100,000. Do you realize that this is the first time that clause has been adjudicated upon and a decision made and this is what is being said? If you have a contract of this nature and a contractor makes a claim; if the engineer or the architect says there has been an increase in the contract sum, however small, you require a Cabinet decision. Do you realize, from my perspective, as a member of this Government, that that is absurd? There are thousands of projects in the public domain and if every time there is a variation in the contract sum, the contractor is entitled to suspend work and say that he is not resuming work until he is given evidence that a Cabinet decision has been made, the whole country would shut down.

It is for that reason that I was advised today—I am merely reporting what I was told by Nipdec—that, at the very least, to distinguish this case, there are two schools of thought. One school of thought is that the decision is crazy; that it does not make sense; that you cannot function in a governmental system with that straightjacket. The other school of thought is that the case is peculiar and that

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

certain things happened and, therefore, you need to distinguish this case so that it does not set a precedent for any other contract of this type. For that reason, I am advised that Nipdec has filed a notice to appeal this decision so that it will not stay on the books or, at the very least, it will be distinguished for the particular facts. I thought it was necessary to put the record straight.

In arbitration as well—that is why many employers are moving away from arbitration—in fact, in England—[*Interruption*] I will deal with health matters in due course; I have something from the Tobago House of Assembly, but I am just dealing with the contractual issues raised by the Member for Caroni East. Many countries are moving away from arbitration because when you agree to an arbitrator, you agree to a sole arbiter of fact and law, and even if the decision is insane, you have agreed to be bound by it, unless you can show misconduct, bias, fraud, which, as you know, Mr. Speaker, are very difficult to prove, especially when the arbitrator is making a finding of fact.

You have great difficulty in dealing with it and many countries have moved away from this international arbitration procedure because you find yourself in a jam. Look at this decision, for example. Nipdec cannot appeal on fact; they have to appeal on a point of law, which is not easy. I know that the attorneys in here will know that.

In England, in the construction industry, if you do a survey of arbitral decisions—you can do it in the Caribbean; you can do it in England—you will find that the vast majority of decisions go in favour of the contractor. I am told that in the Caribbean, out of the last 20 arbitrations, 18 or 19, if not all, were in favour of the contractor. That is how the system is.

In England, they have, using their standard form of contract, which is the Joint Contracts Tribunal, JCT form, in the latest edition, the 2005 edition of the JCT Conditions of Contract, they have removed arbitration as the default provision. In the FIDIC conditions, which we still use in Trinidad and Tobago, and which is used by many countries across the world, arbitration is the default provision. If disputes cannot be settled by the engineer, it goes before an arbitrator and then you can only appeal on a point of law.

In England, they have taken it out and they have a system called adjudication. An adjudicator gives a quick decision. He is required to give a decision within 28 days and it stands until it is overturned by a court. So the default position is now the court. [*Interruption*] It is final until it is overturned by a court. If you do not like it, you go to the court. You do not go to arbitration. In fact, they have deleted

the arbitration provision from the contract and you have to put it in as a special requirement if you want it. That is what the British have done, which is a very sensible approach. [*Interruption*] Exactly! Both facts and law, so that a court looks at it and is entitled to deal with the decision of the adjudicator.

It is all very well to make a big song and dance about the results of an arbitration, but it is really a lottery and there is very little you can read into an arbitral award unless the decision is so clear-cut nobody will argue with it.

I want to reinforce that this Government has vigorously and aggressively contested the claims of the contractor in this particular project. [*Desk thumping*] The independent quantity surveyor has not found the contract has been inflated, but has found that the contractor owes Nipdec the sum of \$8 million. The arbitration continues. I expect the contractor to challenge that. I expect NIPDEC to challenge the award they got for the counterclaim so that will continue to its inevitable conclusion, but at this snapshot in time there is no \$474 million contract and we have aggressively resisted the claims of the contractor.

Let me move to what is being done on the site. I heard some statements made by the Member for Caroni East that are inaccurate. Nipdec took possession of the site on November 17, 2006 and retained the services of another expert out of the United Kingdom, Dr. John Roberts, another world renowned expert in structural engineering, to do detailed testing of the block walls, foundation walls as well as the retaining walls on the site and to prepare a report.

This report will assist Nipdec in determining the extent of remedial works required before engaging a new contractor to complete the hospital. The report was completed in January and Nipdec took possession of it. NIPDEC has also developed a strategy to break up the project into smaller work packages so as to allow small local contractors to do some of the remedial work before a larger contractor is retained to complete the hospital.

Work commenced on these remedial work packages on April 15, 2007 and this includes restoration of the site, securing of the site in terms of fencing and these works are expected to be completed in July 2007. It is also expected—this is by way of a decision of Cabinet that international and local contractors will be invited and this will happen very shortly—to complete the hospital on a design/build basis. That is the approach Nipdec is taking—they will invite international and local contractors to submit proposals to complete the project on a design/build basis.

Mr. Singh: I thank the hon. Member for giving way. How will this new contract be funded? Will there be an IDB component or will it be funded primarily by the State?

3.30 p.m.

Hon. C. Imbert: I would think that they are to be funded by State funds. Remember, the contract has been terminated. There are some things that you need to understand. When the contractor suspended work, he said there was not reasonable evidence that money was available—you have already expressed your views on that—to complete this hospital—stop working. Eventually, and not long after, the Cabinet took a decision to provide the information. As this thing was going along the Cabinet decided: Well look, we better plug every hole. The Cabinet made a decision to deal with the issue; not in agreement with it, but if this is the way this thing is going, let us make a Cabinet decision to ensure the availability of funds. Within a couple of days, the contractor terminated and left the site. Within a couple of days of the Cabinet making that decision, and the contractor becoming aware of the Cabinet decision, the contractor terminated the contract and left the site.

The contractor is no longer on the site and the contract has been terminated. It is going to be a new contract, Member for Caroni East, funded under separate arrangements, funded by the Government of Trinidad and Tobago, using general revenues, if that answers your question. It would be something that would be funded under the IDB programme or through the IDB procedures which, in themselves have caused no end of the problems. I am sure the Member for Caroni Central can agree that IDB model is just not suited for countries such as Trinidad and Tobago. I see the Member for Bartaria/San Juan—these international agencies come to countries and they promote their programmes.

These international agencies have been very useful to countries like Trinidad and Tobago and other developing countries. They have their niche and role, but when you get involved with an international agency like the IDB, and you understand their procurement procedures, you have to go through a lengthy prequalification exercise first. That could take you nine months to one year to prequalify the contract. While you are ready to start your project, that could take you a whole year. After you have prequalified the contractors, you have to allow contractors from every member state in the IDB. That is another sting in the tail. Once you are getting funding from the Inter-American Development Bank, you have to allow everybody from every IDB country in the world—[*Interruption*]

Dr. Khan: Has the Member ever read *Confessions of an Economic Hit Man*?

Hon. C. Imbert: You are also trying to take me into directions, like the Member for St. Joseph, that I will not go at this time.

The fact is that you first have to go through this lengthy prequalification exercise. You have to allow everybody in the Inter-American system, endless countries, the opportunity for contractors from those countries to qualify. Having gone through all of that, you then have to allow a very long period for the invitation of bids—I think it is two months or something like that.

After you have received the bids you have another long process to evaluate the bids. When you get the bids, you have to write Washington and ask them if they have any objection to the contractor that you are about to select. You also have to give every contractor the opportunity to say whether they agree. It is the most convoluted and the most ridiculous system I have ever seen.

You have to write every contractor and tell all of them: “I intend to award a contract to X, do you object?” Then you give them the opportunity to object. If they object you go into another round of evaluation and you have to send the objection to Washington to determine whether they agree or disagree.

By the time you are finished with this procedure—I know you all went through with it, because this procedure to invite tenders for the hospital was initiated under the UNC. This process began under the UNC, as far back as 1998 or 1997 when I went into the files. I will talk about that in a little while, because it also needs to be put on the record that this process to select this contractor, under these conditions, to build that hospital, in accordance with that design, was something developed by the UNC, not by the PNM. That needs to be put on the record.

When you go through the IDB process, from the time you are ready to go with a project, to the time that you can actually start work, it could be as long as two years.

Dr. Rafeeq: I thank the Member for giving way. Really, I am only asking for information, whether it involved the IDB. What is the reason that this particular contractor was awarded the contract and not the contractor that had a bid—my understanding is a—a little less than NHI?

Hon. C. Imbert: Sure, I have some information on that. I would come to that in a little while.

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

I have looked at this process. We are having it with some of our road projects as well. It takes two years to get a contractor on board and then it is like pulling teeth to get them out, if there is a problem. If you run into a problem and disputes arise with a contractor and the contractor has slowed down or suspended work, once that contract has been awarded, under the FIDIC conditions, through the IDB system it—I do not want to use bad words—is like pulling teeth to get them out.

One of the bad things about the FIDIC conditions—people make all sorts of statements about procurement and conditions of contract and they do not know what they are talking about. The FIDIC conditions contain provisions which give a contractor the right to complete a project. You have awarded a contract to a contractor and he can stay there. When you sign that contract and you agree to those FIDIC conditions, you agree that he can stay there until you can demonstrate complete incompetence and gross negligence, so that you can fire him. It is a very, very difficult form of contract. If a contractor is going slow, or if he is not performing 100 per cent, again, it is like pulling teeth to get them out of there and the contractor has a right to stay there and complete the contract.

In other words, you as an employer cannot get up one morning and say: “I would like to get my site back.” You are the government of a country and you have awarded a contract to a contractor and it is not going well and you decide, as client, in the interest of the people, that: “Look, this relationship should come to an end. I would like to get my project back please. We would settle the money matters in another forum. We will go to arbitration or a court and we would work out how much money is involved here, whether we have money for you or you have money for us, but could I get my site back please?” Under these conditions of the contract, you cannot. You have to prove gross negligence on the part of the contractor or, the contractor has to willingly give up the site. People need to be careful of what they are saying. People say all sorts of things but it is not as simple as it is made out to be.

This hospital will not be completed, using IDB procurement procedures under the IDB-financed health sector programme. This will be done by Nipdec, using its normal tender procedures. As I said, going out for a design/build contract from an international contractor or local contractor, whoever fits the bill, gives the best value for money and demonstrates competence, in terms of experience, building hospitals of this type before and having the capability to do a project like this.

Dr. Rafeeq: Minister, you said Nipdec will be involved, but will the THA have any role from here onwards in this project?

Hon. C. Imbert: Certainly, this is a joint effort between the Government of Trinidad and Tobago, the THA and the procurement agency, which is Nipdec. That is how we do things. We do not act unilaterally on this side—The THA are our partners in development. Of course, they would have a role in the development of the solution to this problem. They have been involved in the development of the solution to this problem.

The information that I have—and I am only reporting what I have been told—is that it is anticipated that by August or September this year, the new contractor will be selected and the major works can recommence on the hospital, to deal with all of the issues relating to the project and to complete the project. I have no information, Member for Caroni East—I have to reiterate the point made by the Member for Arouca—in terms of all the documents that have been sent to me, that the buildings are to be demolished. I think that is just scare mongering, a wild allegation and it is typical of this silly election season.

To me, that would be foolish in the extreme, having already expended \$130 million, foundations are in place, the shape of the buildings is there, the walls are up and the majority of the roof is on. The services are not in: plumbing, electrical, various other fittings. Those components at the hospital are not completed. It would be foolish in the extreme to abandon all of the concrete and structural work that has been done. It is simply not true. I do not know who your sources are, but check your mailbox, because you do not always get—that might be spam or junk mail that you are getting in your mailbox. I wanted to deal with that.

Mr. Speaker, how much more time do I have?

Mr. Speaker: You have approximately five more minutes of original time.

Hon. C. Imbert: Let me deal now with the health issue, because all the Member for Caroni East did was regurgitate the Gafoor Report. It is in the public domain, as the Member for Laventille East/Morvant said. We read it. The Gaffor Commission was appointed by this administration. We appointed a Commission of Enquiry to enquire into the Health Sector. Clearly, we do not do it arbitrarily. It was done for a reason to establish what was going on so that we could see the way going forward. That was why it was done.

Dr. Rafeeq: Sorry to interrupt you again, but I did ask a question earlier on and you said that you will deal with it.

Hon. C. Imbert: Sure. It is just that I have to deal with these health issues. I hope you are not trying to distract me.

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

Nipdec invited tenders for the hospital. Let me give the history. I think it is necessary to do that, so that people will understand that it is not the PNM that designed this hospital and that it was the UNC. Let me tell you what occurred.

Nipdec invited proposals for design and construction supervision services, for the Scarborough Regional Hospital on August 12, 1999. It was one of the new health facilities to be constructed under the health sector reform programme.

Bids closed on September 30, 1999, when the Member for Caroni Central was the Minister of Health. They were evaluated and the recommendation of Stantec Consulting was approved by the IDB. Stantec Consulting International was contracted to provide the designs for the hospital at a cost of TT \$752,000, reimbursables of \$250,000 and US \$714,000, plus reimbursables of \$142,000. That is approximately US \$850,000. That is approximately TT \$6 million in design fees.

The contract was signed on May 12, 2000. Mr. Speaker, we invited proposals for consultants in August 1999 and it took them until May of the following year; that is eight months later. They were unable to sign a contract until May 2000. That is all because of the IDB procedures, eight months to hire consultants.

The IDB gave their non-objection and Stantec was engaged. The consultant, Stantec, completed its design report and forwarded it to the Ministry of Health on August 18, 2000. The whole process began in 1999 and they did their stage one report on August 18, 2000.

Stakeholder consultations were held in November 2000, to gather information for stage two, which was the schematic design which was then forwarded to the project administration unit in health on January 23, 2001. You now moved from 1999 to 2001 and all you have at this point in time is a schematic design.

A presentation of the designs was made to the end user, by February 02, 2001. The Division of Health and Social Services of the THA approved the schematic design and Nipdec then instructed the consultant on March 05, 2001, to proceed to stage three. Town and Country Planning approval was granted on April 2001 and Stantec asked for more time to complete the designs. The completion date was eventually August 27, 2001.

The review of the designs took place. That went on until October 15, 2001, and the review of the architectural designs was finalized on November 15, 2001. The structural drawings were received in December 2001.

Stantec completed the documents actually on December 06, 2001. It took two years, from the time the then government took the decision to invite bids for consultants, to have designs in hand. This was sent to the IDB for “no objection” and the IDB eventually agreed. They said that they had no objection in March 2002, which is when we came in.

Tenders were invited in May 2002, using the designs prepared under the former administration. I want to repeat that. Tenders were invited in May 2002, using the designs prepared under the former administration, because we wanted to go ahead with the project. We did not want to hold it back. We knew that the former administration had been trying to get this off the ground for approximately four or five years. The designs had been completed and gone out to tender.

The tender evaluation report was presented to Nipdec's tender committee on June 27, 2002, recommending the award of the contract to NH International in the sum of \$135 million, VAT inclusive. The tenders committee approved the report and it was forwarded to the project administration unit in July 2002, and sent to the IDB for no objection.

In July 2002, the IDB gave their no objection and all tenderers were informed on July 19. You see how this thing goes? The tenders were invited in May and it was only until July that you can tell the various contractors who is being preferred for the contract.

Northern Construction/Calmaquip submitted a written objection to the proposed award of contract in July 2002, which resulted in the tender process being stopped, pending resolution of the protest. For some reason, in November—this thing has been going on since 1999 and you are now in November 2002—it was stopped.

Mr. Speaker: Hon. Members, the Minister has gone over a little, the speaking time of the hon. Member has expired.

Motion made, That the hon. Member's speaking time be extended by 28 minutes. [*Hon. K. Valley*]

Question put and agreed to.

Hon. C. Imbert: Mr. Speaker, I should not be penalized for a decision of the arbitrator. Anyway, Nipdec invited tenders in May. The IDB gave their no-objection in July. Northern Construction lodged an objection and that stopped everything until November 2002. In November 2002, Northern Construction withdrew its protest and the tenderers were informed in due course that the award could go ahead to NH International on November 15, 2002.

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

Although the Minister is not here, I have recited for you what occurred. The evaluation committee recommended that the contract be given to NH International. Northern Construction/Calmaquip protested. The whole thing was stopped for several months, Northern Construction withdrew its protest and the contract was awarded to NH International. It is a fact that the Northern Construction bid was far less. My memory tells me that it was \$100 million, so it was approximately \$35 million less. I have simply put the facts into the record as to what has happened.

Let me move to health. This information has been provided to me by the Tobago House of Assembly. You see how quick we are. I was not aware that the Member for Caroni East was going to talk about health care in Tobago, but we have the technology. This has been provided to me by the THA while you were speaking. Maybe it is because of the fact that we have live broadcast.

I wish to summarize some of the achievements in health care in the sister isle of Tobago. One must understand the health care facilities in Tobago. The delivery of health care in Tobago can be broken down into primary care, secondary care and the administrative system. In the primary care system, which is the health centre system, primary care is delivered through 18 health and outreach centres as follows: there are health centres in Mount St. George, Pembroke, Belle Garden, Roxborough, which was recently refurbished, contrary to the commentary of the Member for Caroni East. There is an outreach centre in Delaford. I am reading the facts. There are health centres in Charlotteville, Mason Hall, Plymouth, Les Couteaux. There are outreach centres in Speyside, Moriah; and Bloody Bay, which has been reopened after a hiatus of 10 years under the THA administration. The current PNM THA administration has reopened the outreach centre in Bloody Bay, after a hiatus of 10 years. There are outreach centres in Parlatuvier, Castara, Bethel and Buccoo and other health centres in Scarborough and Canaan.

These centres are the first interface the public has with the public health care system in Tobago. They offer dental, maternal and child health services, monitoring and surveillance of chronic and sexually transmitted diseases and provide health promotion programmes within schools and the wider community.

Since 2005, the Canaan Centre has been expanded to an urgent care centre, where doctors and nurses are available on site from 8.00 a.m. to 8.00 p.m. and pharmacy services are provided 9.00 a.m. to 3.00 p.m. Monday to Friday.

I wish to report that since the Canaan Health Centre was expanded to an urgent care centre in December 2005, 5,007 urgent care visits to Canaan have been recorded in the 16 months operation as an urgent care centre, which means

that contrary to that picture painted by the Member for Caroni East, 5,007 visits were diverted from the Accident and Emergency Department at the hospital.

Mr. Speaker, I heard the guttural grumbling from the Member for Couva South. I wish to repeat that doctors and nurses are now available on site at the Canaan Health Centre from 8.00 a.m. to 8.00 p.m. and pharmacy between 9.00 a.m. and 3.00 p.m. and they handle a wide variety of health care issues. As I said, 5,007 visits have been made to Canaan, which, under normal circumstances, would have gone to the Accident and Emergency Department at the Scarborough Hospital. If the Member knew anything, you certainly do not go to the Accident and Emergency Department. That is commonly referred to as the casualty department. You certainly do not go to the casualty department in a hospital for Phensic. That is just a silly statement. [*Interruption*] You could say “whey yuh want”.

Secondary care is delivered at the Scarborough—the Member for Couva South said Phensic, you could tell his age—Regional Hospital at Fort King George. Clinical services include accident and emergency, general surgical, anaesthesiology, internal medicine, paediatrics, obstetrics, gynecology, dialysis, outpatient rehabilitation, occupational therapy, clinical diabetics, physiotherapy and psychiatry.

Support services are also provided including laboratory services, medical imaging, X-rays, ultrasound, pharmacy, mortuary service, record, biomedical engineering, materials management, environmental and food services. Some of the key accomplishments in fiscal year 2006 were the recruitment of a competent—the TRHA has been able to expand its services in Tobago, by recruiting surgeons who are now successfully able to complete complex surgeries, which in the past were transferred to Trinidad for diagnosis and treatment.

The TRHA now has two physicians, competent to perform laparoscopic or keyhole surgery, making this type of surgery available to Tobagonians within the public health system for the first time, resulting in faster recovery times, reduced inpatient stays and reduced potential for post operative infections.

There have been improvements in anaesthesia services. Patients now have the option where it is clinically safe to do so, to choose spinal anaesthesia, rather than general anaesthesia, which is a much safer form of anaesthesia and allows the patient to be awake during surgery and contributes to faster recovery times.

The TRHA has also been able to recruit the services of another specialist medical officer in psychiatry and also recruit a part-time psychologist, thereby

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

improving diagnostic and treatment capability of the psychiatric service. A dedicated ambulance attendant has been obtained and trained. Mental health attendants and drivers have been engaged, thereby improving the psychiatric outreach service.

The part-time service of an aromatologist, which is a specialist in the degenerative condition of bones and joints, was contracted. An aromathology clinic was added to the Tobago Regional Health Authority system in 2006.

The opening hours of the pharmacy department in Tobago were extended to 8.00 p.m. three evenings a week and four hours on Saturdays and public holidays.

A biomedical engineering department was created in May 2006, in Tobago and this is headed by a qualified biomedical engineer. Four Tobagonians are at various stages of acquiring diplomas in electronics, while working in the biomedical department and are being trained as biomedical technicians.

Over the last fiscal year, the new department of biomedical engineering in Tobago completed 132 repairs and preventative maintenance requisitions for equipment at the hospital and commissioned over 100 pieces of new equipment, resulting in a 39 per cent decrease in cost, associated with the maintenance and repair of equipment in the Tobago Regional Health Authority system.

During the fiscal year, a computerized emergency dispatch centre was created, allowing the EHS in Tobago to track and monitor response times and the response time for the emergency health service, the ambulance system in Tobago is now 20 minutes. That is the average response time for ambulance calls within Tobago, in fiscal 2006.

As I said, over 5,000 urgent care visits were recorded at the Canaan Health Center, thereby reducing overcrowding and the load on the Scarborough Regional Hospital. It is a fact.

During fiscal 2006, the TRHA, hired dietetic technicians and eight dietary assistants who are responsible for delivering patient meal trays. This has resulted in patient meal times being more consistent, food being served to patients at the correct temperature and basic infection prevention and control standards being met.

During fiscal 2006, in the Scarborough Hospital the following areas were refurbished: the geriatric ward, the radiology department, the male and female medical wards, the operating theatre and the kitchen.

As I indicated as well, the Bloody Bay Health Facility was refurbished and reopened in April 2006, after being closed for 10 years and the Roxborough Health Centre has also been refurbished.

Finally, I am giving a brief overview of what is going on in Tobago. I have 18 minutes. The urologist from the University of Pittsburgh continues to provide prostate cancer surgery at the Scarborough Regional Hospital for Tobago men diagnosed with prostate cancer. There is continuing monitoring of prostate cancer levels in Tobago.

In fiscal 2006, 830 males were examined with follow-up testing. There has been bone density testing for osteoporosis and 830 bone density scans were also done during the fiscal year ending September 2006.

While the reality is that a new hospital is required for Tobago, nobody is saying that. The former administration attempted to get the hospital going. This administration went through the process; the IDB process of awarding a contract. A contract was awarded to a contractor who had prequalified, who was deemed to be, at that time, the lowest evaluated tender. There were protests and objections. The contractor was engaged and went on the site and, regrettably, the project just did not go well.

One would get the impression, listening to the Members opposite—that a situation where a construction contract has gone into a stalemate, because of irreconcilable disputes between a contractor and employer—that never happens. One would get the impression that there are never increases on a project.

Take the airport. [*Interruption*] It is not a campaign. I am not campaigning. I am giving the facts on the airport. The original cost estimate for the Piarco Airport was \$400 million in 1995. A contract was eventually awarded, I cannot recall the exact figure, I think it was \$500 million or \$600 million. By the time that contract was completed, it had almost hit \$2 billion. It is close to \$2 billion when you add everything. That airport escalated from \$400 million to almost \$2 billion and the Government of Trinidad and Tobago, as the Member for Chaguanas has quite rightly reminded me, has been able to recover some of the moneys paid on the Piarco International Airport Development Project. [*Interruption*] At least we have recovered some. You paid it.

The point is that it is mischievous of the Members opposite to give the impression that the concept of disputes on a contract and the problems with contractors are unique to this administration and this country. This happens all over the world.

Scarborough Hospital Project
[HON. C. IMBERT]

Friday, June 29, 2007

The information I have is that this contract was in difficulty from almost the inception of the project. There were disputes between the contractor and the consultant, with respect to the adequacy of the designs. The contractor insisted that the designs were inadequate. The consultant insisted the designs were adequate.

One has to understand the system. Through the IDB system, you have to go through a process to select a consultant. Again, through the system, you go through a system to select a contractor. You are simply the employer. You are not a party to the administrative structure of the contract. The consultant does the designs, the consultant manages the contract and the contractor executes the construction work. On this contract, disputes arose between the contractor and the consultant almost from the beginning of the contract, resulting in the situation where, when the matter went to arbitration, the contractor had made approximately 1,000 claims.

The consultant is no longer there as well. Everybody has been terminated. The consultant has gone and the contractor has gone. The consultant has been the subject of a lot of bad press from the contractor. This report from the international quantity surveyor—I am not going into the design issues because I have no knowledge of the design issues with respect to the hospital. I think it is a credit to the consultant on the project, that having testified at the hearings and having submitted evidence of the value of the measured works, that the consultants were able to satisfy the quantity surveyor that the contractor was not entitled to this inflated sum of \$474 million.

I want to repeat. I want to get right back down to the beginning. [*Interruption*] I have simply lowered my tone to come again.

Let me go through the allegations made by the Member for Caroni East; “the allegator”.

Mr. Speaker: Saying that would suggest but—

Hon. C. Imbert: I was not referring to the mammal or whatever it is. I am talking about the person who made the allegation; not the reptile. I was calling the person who made the allegation, “the allegator”.

Let me go into the specific allegations made by the Member for Caroni East because those will go on the record. Our counter must also go on the record.

The Member for Caroni East has said that this PNM administration was in collusion with the contractor on this project. Nothing could be further from the

truth. If the PNM was in collusion with this contractor, NH International, the PNM administration would not have instructed Nipdec to aggressively and vigorously defend and counter the contractor's claims. If this Government was in collusion with that contractor, you would not have had a result from the independent quantity surveyor, indicating that the contractor's claim has no merit. You would not have had that result, because if we were in fact, in collusion, the consultants would not have made their submissions and Nipdec would not have made a good case and you might very well have found some sort of inflated price being declared to be the contract sum, but the reverse is true. I want to repeat that contrary to the wild allegations made by the Member for Caroni East, the contract price did not move to \$474 million and the independent quantity surveyor has found that the value of the work done; the net value, was in fact \$127 million, as opposed to \$474 million. [*Interruption*] Raise campaign funds, what nonsense are you talking?

Mr. Speaker, I also want to reiterate that as another demonstration that this administration is not in collusion with that contractor, I am advised by Nipdec that they have appealed the finding of the arbitrator, that you require evidence of a Cabinet decision in order to satisfy the contractor that reasonable arrangements have been made to provide funds. I want to repeat that. Nipdec has advised me. I met with officials of Nipdec, before I came to this House today, and they advised me that they had filed their notices to appeal the decision of the arbitrator that Cabinet decisions are required and I am convinced and satisfied that Nipdec will do whatever is required to vigorously and aggressively contest the claims of the contractor and to ensure that the people of this country get value for money.

I thank you, Mr. Speaker.

ADJOURNMENT

The Minister of Trade and Industry and Minister in the Ministry of Finance (Hon. Kenneth Valley): Mr. Speaker, I beg to move that this House do now adjourn to Friday, July 06, 2007 at 1.30 p.m. and to inform Members that on that day, the Government wishes to continue the debate on the Bill relating to the Homes for Older Persons, as well as do the resolution relating to the affirmative resolution, with respect to the appointment of the Commissioner of Police and the Deputy Commissioner—[*Interruption*] you do not have that as yet, but that should be on the Order Paper. I am giving notice that the Government plans to have that debated also on that day.

I beg to move.

Closure of Immigration Office in Chaguanas

Dr. Hamza Rafeeq (*Caroni Central*): Thank you, Mr. Speaker. I have a matter to raise on the Motion for the adjournment, but I want to mention to the Leader of Government Business that if it is your intention to deal with the Motion on the appointment of the Commissioner and Deputy Commissioner of Police next week, we would require enough time to get the Motion, so that we can do our own research on the names.

Mr. Valley: Mr. Speaker, I wish to give the Chief Whip the assurance that if he does not get it in sufficient time, we would not do the Motion on that day.

Dr. H. Rafeeq: Thank you very much. Mr. Speaker, the issue that I am raising today was filed on May 05, this has to do with the closure of the Immigration Office in Chaguanas. Today, we should not have been debating this because if the Minister had taken steps to deal with this issue, it would not have been necessary for us to debate this today.

The issue has to do with the closure of the immigration office in Chaguanas. All of us know that it is advisable and wise to have decentralization of the government services outside of Port of Spain, to different areas. We have had, in Chaguanas, an office of the Minister of Works and Transport, Licensing Office and that has been doing yeoman service down there, with thousands of people and thousands of transactions taking place on an annual basis.

As far as passports are concerned, we know that there are people, as we speak, who go to the immigration office at 4.00 a.m. or 5.00 a.m. and line up in order to get a number so that they can be seen on that particular day and they can be interviewed for their passports. Even after they are interviewed, it takes a little while, a couple of weeks, sometimes months, before they are actually given their passports.

I do not think that people like to leave the comfort of their homes and go at 4 o'clock in the morning to Port of Spain, or even pay someone to hold a spot for them. The reason they go is that they want the transaction to be completed during the day and that is why they go so early.

In 2004, after a lot of representations had been made, the Ministry of National Security established an immigration office in Chaguanas that dealt with the issuing of passports. The Ministry of National Security put a lot of obstacles in the way before they established that office. They wanted office space, telephone and air condition. With the help of the Borough Corporation in Chaguanas, they

provided all these amenities for them. They provided an office, which the Borough Corporation was paying the rental for, telephone services, air condition services, furniture and even security on a 24-hour basis for that office in Chaguanas.

Finally, that office was opened in December of 2004. The Government was earning, in that office, approximately \$175,000 a month. In 2006, the Government closed that office. We know that shortly thereafter, they introduced the machine-readable passports, but the Government must have known that they were going to introduce the machine-readable passports and they should have made adequate arrangements, so that same transition could have taken place in Chaguanas and not only in Port of Spain and San Fernando.

Together with the Borough Corporation again, they went ahead and were looking for an office to rent in Chaguanas. They located an office, prime property, in Gaston Street, Chaguanas and they made some verbal commitments to the gentleman. That gentleman has been holding that office for the last six months from January to now. He has indicated that he is no longer willing to hold that office because he is losing money. Seeing that he has held the office, without any rental, for the last six months, he would go ahead and rent the office for other services.

Again, the Ministry of National Security would have to go ahead and look for another office and that may take another six months or one year. We do not know when the people of Chaguanas can expect that the passport office in Chaguanas would be opened.

I have raised this issue since the beginning of May, with the hope that the Minister would have dealt with the issue and we would not have had to raise it here today.

I would like the Minister to respond. There is time for him to respond. Tell us how soon the people in Chaguanas can expect this office to be opened—
[*Interruption*]

Mr. Ramnath:—in Central Trinidad.

Dr. H. Rafeeq: That office serves thousands of people in Central Trinidad. We want to know how soon this office would be opened so that the plight of the people in Central Trinidad can be eased.

Thank you very much, Mr. Speaker.

The Minister in the Ministry of National Security and Minister of State in the Ministry of Trade and Industry (Hon. Fitzgerald Hinds): Thank you very much, Mr. Speaker. The Immigration Division is indeed a critical arm of the Ministry of National Security, entrusted with the responsibility to protect our borders by managing the flow of persons entering, remaining in, and leaving Trinidad and Tobago. As part of its remit, the Immigration Division is responsible for preventing the clandestine movement of persons into the country and for ensuring that citizens of this country are provided with a travel document that is of a quality in keeping with international standards and one which will eliminate embarrassing and troublesome border attention that our citizens sometimes encounter in other jurisdictions.

The increasing internationalization of crime and the ongoing challenges presented by the illicit drug trade and the trade in human beings, as well as the threat of terrorism, attach even greater significance to this responsibility of the Immigration Division. [*Continuous interruption and crosstalk*] I crave your protection. Mr. Speaker.

Mr. Speaker: Listen, we have had a very good sitting so far. We have approximately 10 minutes more. Please. Perhaps he was listening to the Minister while he was outside, I do not know, but he will get there. Continue.

Hon. F. Hinds: Indeed, I was and I know that the public is listening to us and they deserve to know the facts; the taxpayers of Trinidad and Tobago who fund all of our operations. It is for that reason and more that I propose to elucidate and respond to the Member for Caroni Central.

In 1994, the Ministry of National Security embarked upon a project to upgrade the quality of the Trinidad and Tobago passport, so as to protect the integrity of this very important document. The first stage of this process resulted in an enhanced document that significantly reduced the risk of tampering.

By 2000, the move towards automation of the passport preparation process and the introduction of machine-readable passports was initiated.

Discussions intensified in 2001, as the United States of America, following on the events of September 11, tightened security measures at all of its ports of entry and we were receiving reports of difficulties by some of our citizens.

In January 2007, the Government of Trinidad and Tobago successfully introduced machine-readable passports. That was a red-letter day for a number of reasons. Firstly, through the inclusion of improved security features, it effectively

decreased the risk of fraudulently reproducing the national passport and other travel documentation, thereby increasing the integrity of the passport document.

Mr. Speaker, the Member for Fyzabad is seriously troubling me. I crave your protection.

Mr. Speaker: The Member for Laventille East/Morvant—Member for Barataria/San Juan, he is asking for some protection. As I said earlier on, we have had a good meeting today, please let us not spoil it. Continue. [*Interruption*] I cannot help you in that regard.

Mr. Panday: We are not bored.

Hon. F. Hinds: Mr. Speaker, I am empathetic too. The hopelessness of their electoral prospects must be troubling them. I shall not be deterred.

Secondly, computerization of the process meant a more efficient system of collecting and retrieving data, including biodata, as well as information on arrivals and departures and allows for sharing of such data with and by other security agencies.

Thirdly, it proudly positioned Trinidad and Tobago among those countries of the world utilizing electronically-prepared passports and other travel documents; an accomplishment that is in keeping with the Immigration Division's modernization and development thrust, as well as Government's vision to attain for Trinidad and Tobago, and with the help of the workers of Trinidad and Tobago, developed nation status by 2020.

In making the transition to machine-readable passports, however, there were a number of adjustments that were necessary within the Immigration Division, to guarantee the integrity and security of the document. One critical element was the introduction of a centralized processing facility, with other offices limited to receiving payment and applications, including biodata.

As a result of the upgraded systems and security arrangements required to accommodate the machine-readable process, it became evident that the part-time service that was being offered, both at Chaguanas and Point Fortin, would have to be discontinued, until such time that more appropriate facilities could be secured.

Hon. Members may recall that these offices were established with a view to dealing with or enhancing the process of decentralization and to lighten the burdens of travel by citizens of Chaguanas and Point Fortin and districts surrounding those, to Port of Spain. The difficulty, as I said, is what people having to do that, would have encountered or experienced.

Closure of Immigration Office
[HON. F. HINDS]

Friday, June 29, 2007

The establishment of the Chaguanas office and the Point Fortin office was done with a view to responding to the cries and concerns of those who have to travel to Port of Spain; a noble intention, indeed, and one which still subsists in the mind and heart of the Government of Trinidad and Tobago.

The Ministry fully understands how inconvenient the temporary closure may be to the residents of Chaguanas, Point Fortin and environs, but the advent of the machine-readable passport and the current circumstances dictate, at least for the time being, otherwise.

In Chaguanas, for example, the service which started in September 2004 by this Government, with the noble intentions that I have just described, was provided on Wednesdays and Thursdays, utilizing office space, provided by the Chaguanas Borough Corporation; a collaborative effort between central and local government.

On those days, members of the public could access application forms and information regarding immigration matters, generally. They could also submit completed passport application forms, which were brought back to the Port of Spain Central Office for processing and travel documents returned for delivery for the applicants at the Chaguanas, and similarly, to the Point Fortin office.

In just over two years that the service was offered, we can proudly report that 10,004 passports were issued through that arrangement. There is no need to mention the comfort and convenience that would have brought for those individuals and, of course, their families. The large demand for the services was a clear justification to us, as a responsible Government, for its continuation and on a more full-time and permanent basis. That is the intention.

The Immigration Division had therefore already begun discussions with a view to acquiring more suitable accommodation for a permanent fixture of an office in Chaguanas.

When consultants engaged in the machine-readable passport project and reviewed the existing accommodation at Chaguanas, they also signalled the inadequacy of that facility. That is just the reality. In the circumstances, therefore, the Ministry regretfully had no other option than to terminate the Chaguanas service, while searching for more suitable office space to accommodate the machine-readable passport equipment, bearing in mind the critical importance of maintaining a highly secure environment and from which a full-time office could be operated. The service was, therefore, ended in December 2006, both in Chaguanas and Point Fortin.

I hasten to add though, that in the interim all affected persons, including those from Chaguanas and environs, can access services from the offices which are still open and ready for business daily at San Fernando, Port of Spain and Sangre Grande.

I also want to assure residents of Chaguanas—[*Interruption and continuous crosstalk*] not my friends here who know better and are being intransigent in their disposition on the matter, unreasonable—

Mr. Sharma: Spell “da” word.

Hon. F. Hinds: I would use another one, reckless and unreasonable and seeking cheap political points. I am speaking to the citizens of Chaguanas, Point Fortin and environs. I want to assure them that this Government understands the convenience and the utility of offices in those neighbourhoods and for the reason we have explained, found it necessary to temporarily remove them.

I want to assure those residents that the Ministry continues to work assiduously to return this service to them, in the shortest possible time frame. Officials of the Immigration Division have identified a suitable facility for the Chaguanas office and negotiations are now on the way to securing a lease arrangement.

We anticipate that by August of this year, all things being equal and with success in those negotiations, the Chaguanas branch of the Immigration Division would once again be operational.

As far as Point Fortin is concerned, a facility was identified and reconfiguration of that facility is under way, as we speak. This branch is therefore expected to be operational by July of this year.

Mr. Speaker, in closing—[*Interruption and continuous crosstalk*] if I am permitted—I am very grateful to the Member for Caroni Central who put the Motion—who remained rather quiet and dignified as usual—and others for the opportunity to provide the various information and service to the public and, more particularly, the affected persons in Point Fortin and Chaguanas.

I too look forward to the reinstatement of service, with the opening of the Point Fortin and Chaguanas branches of the Immigration Division.

Mr. Speaker, I thank you.

4.30 p.m.

Mr. Speaker: Hon. Members, before I put the question on the Motion for the Adjournment, let me just say one thing. We had a fairly good meeting, and it is really regrettable that the last 10 minutes, the Member for Chaguanas, the

Closure of Immigration Office
[MR. SPEAKER]

Friday, June 29, 2007

Member for Barataria/San Juan, the Member for Fyzabad and the Member for Princes Town sought to disturb that tranquillity that we enjoyed this afternoon. [Interruption] Order, please.

Hon. Member: It is not a tea party.

Mr. Speaker: I know it is not a tea party, but we must have some respect. At the same time, I would suggest to you—listen carefully—but I am naming you— [Interruption]

Mr. Ramsaran: You had Statements by Ministers—

Mr. Hinds: The Speaker is speaking.

Mr. Speaker: Order, please. I would suggest to you, Member for Chaguanas, that you check the Standing Orders, Nos. 40 and 43, and between now and election I intend to invoke it very seriously. [Interruption]

Question put and agreed to.

House adjourned accordingly.

Adjourned at 4.32 p.m.

WRITTEN ANSWER TO QUESTION

Housing Development Corporation (Completion of Surveys)

80. Mr. Subhas Panday (*Princes Town*) asked the hon. Minister of Housing:

- (a) Could the Minister inform this House if the Town Planners employed by the Ministry of Housing or the Housing Development Corporation have completed the surveys in order to formulate ‘a land use plan’ for the Fairfield Estate in Princes Town?
- (b) If the answer to (a) is in the affirmative, could the Minister indicate when construction on the Housing Units will begin?
- (c) If the answer to (a) is in the negative, could the Minister inform this House how he arrived at the figure of twenty-five hundred (2,500) housing units to be built on the site?

The Minister of Housing (Dr. The Hon. Keith Rowley): The response to Question No. 80 is as follows:

- a. Yes, the Town Planners contracted by the Housing Development Corporation have successfully completed the surveys that were required

Written Answer to Question

Friday, June 29, 2007

to formulate a “Land-Use Structure Plan for Fairfield Estate at the Conceptual Level”.

- b. The start of construction of housing units will begin when the following stages in the process are satisfactorily completed, namely:-
 - i. Preparation of detailed layout designs and civil, engineering and infrastructure designs for the development.
 - ii. Infrastructural Works for the development are substantially completed
 - iii. Building Plans which include Architectural and Structural drawings for the housing units are approved.
 - iv. Construction contracts are awarded.
- c. Not applicable.