

**TURKS AND CAICOS ISLANDS  
NATIONAL HEALTH INSURANCE BOARD**

**INVITATION TO TENDER  
TENDER REFERENCE NUMBER [TR02/2016]**

**TCIG – IHC Cost efficiency Strategic Framework Part 2  
(Reconciliation)**

**February 2016**

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## INTRODUCTION

1. This invitation to tender (ITT) relates to the supply of **Review services under the TCIG-IHC Cost Efficiency Strategic Framework Part 2 (Reconciliation), Tender Reference Number TR02/2016**. The ITT outlines the general description and requirements and is being issued for eligible vendors to submit tenders in response to the tender notice.
2. The full set of Tender Documents consist of the following:  
Published Tender Notice  
INTRODUCTION  
BACKGROUND  
SCOPE OF SERVICES  
PART A: INSTRUCTIONS TO TENDERERS  
PART B: GENERAL REQUIREMENTS  
PART C: TENDER EVALUATION  
PART D: CONTRACT AWARD  
APPENDIX 1: TENDER EVALUATION CRITERIA  
APPENDIX 2: NON COLLUSION DECLARATION  
APPENDIX 3: TENDER ENVELOPE LABEL  
APPENDIX 4: TENDER RESPONSE FORM  
APPENDIX 5: DRAFT CONTRACT  
Any Issued Addendum
3. Tenders in conformity with all elements of the Tender Evaluation Criteria, **Appendix 1**, must be enclosed in a sealed envelope with the Tender Envelope Label, **Appendix 3**, attached firmly to the front. **The sealed envelope should not carry any identification mark indicating the sender of the envelope.**

## **BACKGROUND**

In 2008, the Turks and Caicos Islands Government (TCIG) signed a 25 year PPP construction, management and operations contract with InterHealth Contract (IHC). The PPP hospital management and operations contract in TCI is for the operation of two (2) small hospitals which makes up approximately 70% of the funding available to the Ministry of Health, Agriculture and Human Resources (MoHAHS).

Under the terms of the Project Agreement, the Payment Mechanism through which IHC required to be paid for its provisions of Clinical Services is that of Capitation; provisions for which a regular reconciliation process is to take place at the end of each quarter. The reconciliation process will review the costs, third party revenues and deductions arising out of the contract.

TCIG has not been able to exercise the rights under the Project Agreement to carry out the reconciliations, and in June 2015 a high level meeting was held between TCIG and IHC where agreement was reached to regularize the reporting process and to allow TCIG to perform the quarterly reconciliation.

The Contract Performance Management Unit (CPMU) which oversees the TCIG's obligations under the contract now wishes to appoint a suitably experienced accounting firm to work with the recently appointed project coordinator to review financial data and reconcile actual expenditure, confirm third party revenues, ensure that all defaults are recorded and to confirm that all composite (monthly) invoices are correct.

The National Health Insurance Board has been requested by TCIG to manage the entire review process and execute the necessary payments in accordance with payment requirements under the contract. The review must be conducted in accordance with generally accepted international accounting standards for reviews.

## **SCOPE OF SERVICES**

To Conduct a review of the Accounts of InterHealth Canada Limited (IHC) of documents submitted for review; for the years ending March 31, 2010 to 2015, in accordance with International Accounting Standards for Reviews.

To review and verify the accuracy of the Actual Clinical Costs and Provider Performance Report as submitted by IHC within twenty (20) Working Days of such Report being submitted by IHC.

To consider IHC's compliance with contractual obligations.

Issuance of a signed opinion concerning the fairness of the presentation of the information contained in the statement and conformity with International Accounting Standards for reviews as promulgated by the International Accounting Standards Board.

Issuance of the Management Letter summarizing the area(s) where internal accounting procedures or management controls were deemed inadequate or weak.

An Initial meeting or Entrance conference on the work to be performed and establish the liaison for the review; and any other needs of the Review Consultant.

An exit conference with the management of the CPMU to review the draft report and draft management letter

## PART A: INSTRUCTIONS TO TENDERERS

### Tender Submission

4. Tenders shall be submitted as follows: *Five (5)* tender documents [one original and *four (4) copies*] clearly marked Original and Copy. In the event of any discrepancy between the original and copies, the original shall govern.
5. Tenders must be enclosed in a sealed envelope with the Tender Envelope Label, **Appendix 3**, attached firmly to the front. No additional marks should be placed on the envelope. Tenderers are responsible for ensuring their tenders are complete and reaches the address as stated on the Tender Envelope Label, **Appendix 3** no later than **12:00 Noon** Turks and Caicos Island time on **Friday, March 10, 2016**.
6. Tenders will be opened publicly **immediately** after closing at the address as stated on the Tender Envelope Label, **Appendix 3**.
7. It is the Tenderer's responsibility to ensure that their tender is received on or before the time stated for closing of tenders. Tenders received after the submission deadline will be rejected and returned unopened to the Tenderer stamped “**LATE TENDER.**” Late tenders delivered by courier or messenger will be returned unopened to the addressee on the courier receipt. If no return address is provided, such tenders will be opened to determine a return address.
8. Telegraphic tenders, tenders by Telex, by fax or by e-mail will **not** be accepted. Tenders may be revised, modified or withdrawn in writing, prior to the submission closing time specified. The revised or amended tender should state that it supersedes the previous submission, identified as “**Revision to Tender**”, provided that such revision is received before the date and time stipulated. Tenderers will not be allowed to withdraw or modify their tenders after the deadline for submission. No tender may be altered or amended after tenders are opened.
9. Tenders shall be submitted in English.
10. All price quotations must be valid for at least *one hundred eighty (180)* calendar days from the tender submission date.
11. Proposals are requested for the services as outlined in these terms of reference taking into consideration the Appendices. Tenderers are required to submit the following which shall be evaluated:
  - i. Qualification:
    1. The completed and signed Certificate of Non-Collusion, **Appendix 2**. *A tender will be not be considered unless a completed signed copy of the Certificate of Non-Collusion is attached.*
    2. Copies of current Business License (or receipt of payment for this year’s business license) in the appropriate **Review & Accountancy Firm** category and Certificate of Good Standing (if a Limited

- Company) or Certificate of Registration (*for firms within the TCI*) or equivalent in your home country (*for external firms*).
3. Proof that National Health Insurance Board and National Health Insurance Plan contributions are up to date (letters of good standing).
  4. Statement of declaration of no conflict of interest.
  5. Statement of declaration of any contracts cancelled for non-performance in the last five (5) years.
  6. Statement of declaration that no bankruptcy or insolvency proceedings are held against the Company or its Principals.
  7. Statement of declaration of no ongoing or pending litigation against the Company or its Principals.
  8. Proof of Financial Position in the form of reference letter from financial institution or bank statement of funds or credit to show financial capacity to perform the contract
  9. Statement of declaration that the Company has not provided Accounting, Reviewing or any other services to IHC in relation to this contract or any other contract with IHC within the last five (5) years
  10. Statement of declaration that the Company has not provided Accounting, Reviewing or any other services to the National Review Office or any other areas of TCIG within the last twelve (12) months.
  11. Any comments on the Draft Contract (if no comments are received it is assumed that the bidder will be content to agree the Contract without amendments).
  12. Suggestions, recommendations and suitable solutions to problems with carrying out the contracted Services
  13. Any other supporting information that will justify your Proposal.

ii. Technical Evaluation:

**1.1 Requested Information**

Please provide the following information in your proposal:

Your Firm:

1. Discuss your firm's commitment, qualifications, and experience, include the length of time your firm has been Reviewing Statutory Boards and the percentage of your firm's clients that are Statutory Boards.
2. Provide brief resumes of the firm's partners and key staff members who would be involved in the.

3. Describe any additional services your firm provides in addition to the review.
4. Describe the professional liability insurance your firm carries.
5. Discuss the firm's quality assurance and control processes adopted during a review process.
6. Discuss your firm's policy on making review work papers available for review by external examiners, the CPMU, and other related TCIG Ministries.
7. Discuss whether your quoted fee includes ongoing consultation, telephone assistance, meeting periodically with the CPMU, and other professional interaction throughout the assignment. Discuss response time and any approximate costs, including travel expenses.
8. Discuss your firm's knowledge and experience with reviews of data processing systems, and systems security.
9. Knowledge of laws and regulations applicable to the NHIP, IHC and Government Statutory bodies as a whole.
10. Description of your firm's material litigation history to include all suits settled in the last five years and those currently pending.

### **1.2 Approach to the Review:**

- i. Discuss your firm's approach to facilitate a thorough and timely review, including the number of Review Consultants and the amount of time on the assignment.
- ii. Discuss your Review Plan as it refers to staffing levels and the involvement of partners and managers during the Review.
- iii. Discuss your firm's policy with regard to briefing the CPMU, NHIP management, and the related TCIG ministries upon completion of the review fieldwork.
- iv. Discuss the issuance of a Management Letter by your firm to communicate issues of importance to the CPMU, NHIP management, and the related TCIG Ministries.

### **1.3 Fees/Engagement Letter:**

1. Provide a maximum fee amount (inclusive of all travel-related expenses) based on a one year engagement term.
  2. Prepare an Engagement Letter that provides the Board of Directors with an "escape clause" should The National Health Insurance Board decides to terminate its relationship with your firm.
  3. Any and all expenses and costs of any kind whatsoever incurred directly or indirectly by a firm in connection with responding to this Request for Proposal is the sole responsibility of the firm.
12. All queries and clarifications regarding this tender shall be submitted in writing, preferably via e-mail, and directed to:



Mrs. Zaneta Burton  
Chief Executive Officer  
National Health Insurance Board  
Unit 55/56  
Salt Mills Plaza,  
Grace Bay Road  
Providenciales,  
Turks and Caicos Islands  
Tel: (649) 941-8816  
E-mail: [zburton@tcinhip.tc](mailto:zburton@tcinhip.tc)

13. The deadline date for the submission of queries and requests for clarification from Tenderers is no later than **ten (10) calendar days** before the tender submission date. Responses to queries will be circulated to all parties who obtained the tender documents in the form of an addendum. All addenda issued by the Turks and Caicos Islands National Health Insurance Board (NHIB) prior to the tender submission date shall be attached to and shall form part of the Tender.
14. **Tender Submittal Costs:** All costs associated with the submission of the tender is the sole responsibility of the Tenderer. The NHIB shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.
15. **Invoicing and Payments:** Payments will be disbursed in accordance with the Engagement Letter.
16. **Subcontractors:** The Tenderer may not sublet or subcontract any of the contractual obligations concerning this tender except with the written acknowledgement of the NHIB.
17. Tenderers shall have no interest in any tender other than their own, and they shall have no connection with any person, firm or corporation making a tender for the same Services.
18. Tenderers shall also note that:
  1. Incomplete tenders and those that do not comply with the specifications or do not conform to the ITT may be subject to rejection and disqualified.
  2. The NHIB may declare tendering void when none of the tenders comply with the ITT and/or specifications or when it is evident that there has been a lack of competition and/or that there has been collusion amongst Tenderers and/or other participants.
  3. The NHIB reserves the right to accept or reject any tender received.

## PART B: GENERAL REQUIREMENTS

19. These general guidelines apply to all services specified in this tender package.
20. **Conditions:** The successful Tenderer shall be responsible for delivering the services according to the scope of services included in the tender document.
21. **Service Requirements:** It is the responsibility of the Consultant to ensure that services are delivered in accordance with the requirements of the ITT.

## PART C: TENDER EVALUATION

22. This Section refers to the criteria that will be used by the Evaluation Panel to evaluate and qualify Tenderers. The Tenderer shall provide the information requested for consideration in the evaluation process. Omission of information may result in disqualification or the Tenderer not being considered further in the tender process.
23. Tenders will be examined to determine whether they are complete, free from any computation errors and whether the quotations are generally in order. Arithmetical errors will be rectified on the following basis:
  - If there exists a discrepancy between the product of the unit price and the quantity on one hand and the corresponding price entered in the schedule on the other, the unit price shall prevail and the corresponding total price (extended price) will be corrected.
  - If there exists a discrepancy between the sum of the individual prices and the corresponding total price entered in the bid, the individual prices will prevail and the total price will be corrected.
  - If there exists a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case the amount will prevail subject to (i ) and (ii) above.
24. If the preferred bidder refuses to accept the correction of errors, that bid shall be disqualified. In the event of dis-qualification of the bid, the NHIB may proceed to the next substantially responsive bid and follow the procedure as above.
25. All contact between the Tenderer and the NHIB during the evaluation period should be initiated by the NHIB. Any unsolicited contact initiated by the Tenderer during this period may be construed as an attempt to influence the evaluation process and may result in this tender being disqualified.

## Eligibility Criteria

26. Tenderers will be required to meet the eligibility criteria in the Tender Evaluation Criteria, **Appendix 1**, to pre-qualify and for their bids to be evaluated. Failure to meet or satisfy these eligibility requirements may be deemed non-responsive and may result in the tender not being considered for further evaluation. Having met the eligibility requirements, responsive bids will be evaluated on their technical and price proposals in accordance with the criteria outlined in the Tender Evaluation Criteria, **Appendix 1**.
27. The Tenderer is required to sign the Tender Evaluation Criteria Form, **Appendix 1**, which contains all the criteria that the NHIB will use to evaluate tenders and qualify Tenderers. The Tenderer shall provide all information requested within the bidding document to be considered for evaluation. Omission of required information may result in the tender being disqualified or not being considered further as appropriate.
28. The Tender Response Form, **Appendix 4**, indicates the price proposal format for submission.

## PART D: CONTRACT AWARD

29. Subject to the evaluation of the tenders, the NHIB will award the Contract to the Tenderer whose tender has been determined to be substantially responsive. The preferred bidder shall be contacted for further negotiations.
30. The NHIB does not bind itself to accept the lowest priced tender.
31. The NHIB reserves the right to annul the tender process and reject all tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of the NHIB.
32. Prior to the expiration of the bid validity period, the NHIB will notify the preferred bidder in writing that their tender has been successful and that the NHIB wishes to negotiate details of the Contract in accordance with the General Requirements and Technical Specifications of this tender.
33. The NHIB reserves the right to annul a notice of award of Contract, without liability, if during contract negotiations the preferred bidder (i) proposes any change substantially different from that contained in the Invitation to Tender or (ii) is unable to comply with any pre-condition to execution of the Contract.
34. The NHIB reserves the right to terminate the Contract by written notice if the successful Tenderer fails to meet the terms and conditions of the Contract.

## APPENDIX 1: TENDER EVALUATION CRITERIA

### Qualification

The tenderer is required to sign this Section which contains all the criteria that the Client will use to evaluate Tenders and qualify Tenderers. The bidder shall provide all the information requested within the bidding document to be considered for evaluation. Omission of required information may result in being disqualified or not being considered further as appropriate.

Item	Requirement		Yes	No
•	I have enclosed a completed signed copy of the attached Certificate of Non-Collusion <i>(A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included).</i>	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	<i>For firms within the TCI:</i> Copies of current Business License Certificate in the appropriate <b>Review &amp; Accountancy Firm</b> category (or receipt of payment) and Certificate of Good Standing (if a Limited Company) or Certificate of Registration (for other entities); <i>For firms external to the TCI:</i> equivalent in your home	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I have enclosed proof that National Health Insurance Board and National Health Insurance Plan contributions are up to date <i>(letters of good standing).</i>	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I certify that neither I nor any of the other Directors or Principals of the Company have any conflict of interest within this tender	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I certify that no contracts with the Company have been cancelled for non-performance in the last 5 years	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I declare that no bankruptcy or insolvency proceedings are held against the Company or its Principals	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I declare that there is no ongoing or pending litigation against the Company or the Principal(s)	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	Proof of Financial Position in the form of reference letter from financial institution or bank statement of funds or credit to show financial capacity to perform the contract	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I certify that the Company has not provided Accounting, Reviewing or any other services to IHC in relation to this contract or any other contract with IHC within the last five (5) years	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	I certify that the Company has not provided Accounting, Reviewing or any other services to the National Review Office or any other areas of TCIG within the last twelve (12) months.	Required	<input type="checkbox"/>	<input type="checkbox"/>
•	Comments on the Draft Contract to improve the contract between NHIB and the Tenderer (if no comments are received it is understood that the Consultant will be content to agree the Contract without any amendments).	Optional	<input type="checkbox"/>	<input type="checkbox"/>

Item	Requirement		Yes	No
•	Suggestions, recommendations and suitable solutions to problems with carrying out the contracted Services.	Optional	<input type="checkbox"/>	<input type="checkbox"/>
•	Any other supporting information that will justify your tender prices	Optional	<input type="checkbox"/>	<input type="checkbox"/>

I certify that I have read the whole of the Invitation to Tender and that the above information is true and correct.

**Signature of Principal of Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_

### Technical Criteria

The technical proposal will be evaluated using the criteria below:

	Description		Maximum points
	<b>Experience, Technical Capacity and Resources</b>		
<b>1</b>	Measure	Demonstrate that the company has sufficient resources, to complete the project in a timely manner. (Giving due consideration to the qualification and experience of Review Team)	<b>30</b>
	Requirement	Attach resumes of the firm's partners and key staff members	
<b>2</b>	Measure	Proposed work program and schedule for the works showing completion of the Works in the contracted timeframe	<b>5</b>
	<i>Requirement</i>	<i>Attach Work Plans and Schedules</i>	
<b>3</b>	Measure	A method statement demonstrating that the firm understands the scope of the work.	<b>30</b>
	<i>Requirement</i>	<i>Attach a methodology</i>	

<b>4</b>	Measure	Evidence that the Contractor is able to fund the works.	<b>5</b>
	<i>Requirement</i>	<i>Evidence of good financial standing (bank letter)</i>	
		<b>Total Points Attainable</b>	<b>70</b>

The Total Score assigned to the Technical Criteria is **seventy (70)** points. Tenderers will be required to meet a minimum technical score of **fifty-five (55)** points, and must score points in all four areas. No tender will be considered with a technical score of below fifteen (45) points.

### Evaluation of Price

Points for price will be calculated based on the following formula:

Lowest Corrected Bid

$$\frac{\text{Lowest Corrected Bid}}{\text{Corrected Bid Price}} \times 30 = \text{Number of points for Price (Y)}$$

### Overall Score

This overall score (out of 100) will be calculated by combining the total scores from the technical and price evaluation.

Bid No.	Tenderer	Met Pre-qualification Criteria	Original Bid (US\$)	Corrected Bid (US\$)	Technical Score (X)	Financial Score (Y)	Total Score (X) + (Y)	Ranking
1								
2								
3								
4								

The preferred bidder is the bidder with the highest score whilst meeting all of the requirements above. The preferred bidder will be invited to negotiate a contract with the NHIB.



## **APPENDIX 2: NON COLLUSION DECLARATION**

### **Certificate of Non-Collusion**

#### **TURKS AND CAICOS ISLANDS GOVERNMENT**

#### **TENDER SUBMISSION CERTIFICATE OF NON-COLLUSION**

I/we certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/we also certify that we have not and I/we undertake that we will not before the award of any contract for the work:

- Disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which I am/we are a part of) nor to any sub-contractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise
- Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted
- Otherwise collude with any person with the intent of preventing or restricting full competition

Pay, give or offer pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to another tender or proposed tender for the work any act or thing of the sort described at i), ii) or iii) above.

I/we further declare that I/we have no knowledge either of any sum quoted or of any other particulars of any other tender for this contract by any other party.

We further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.



I/we acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil proceedings.

The Turks and Caicos Islands National Health Insurance Board shall treat any tender received in confidence but reserves the right to make the same available to any other funding organisation or statutory regulatory authority either having jurisdiction over the works or who may now or at any time in the future have statutory power to require disclosure of this tender.

In this certificate, the word 'person' includes any persons and anybody or association, incorporated or unincorporated; any agreement or arrangement includes any transactions, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Print Name..... Signature.....

In the capacity of ..... Date.....

Duly authorised to sign tenders and acknowledge the contents of the certificate of non-collusion for and on behalf of:

Name of firm.....

Full postal address.....

.....

..... E-mail.....

Telephone no..... Fax no .....

## **APPENDIX 3: TENDER ENVELOPE LABEL**

**Tender Reference No: TR02/2016**

**Tender for:**

TCIG – IHC Cost efficiency Strategic Framework Part 2 (Reconciliation)

**To be returned by:**

**12:00 noon on [Friday March 10, 2016](#)**

**To: The Chief Executive Officer  
National Health Insurance Board  
Providenciales  
Turks and Caicos Islands**

## APPENDIX 4: TENDER RESPONSE FORM

**To:** The Chief Executive Officer  
**National Health Insurance Board**  
Unit 55/56  
Salt Mills Plaza  
Providenciales  
Turks and Caicos Islands

**From:** .....

I/We have examined the Invitation to Tender and hereby offer to provide **TCIG – IHC Cost efficiency Strategic Framework Part 2 (Reconciliation), Tender Reference Number TR02/2016**, in accordance with the Tender Documents and Scope of Services. Below is the cost summary and attached is the costed Financial Proposal.

MILESTONE	PERCENTAGE OF CONTRACT VALUE (%)	TOTAL OF CONTRACT VALUE (\$)

I/We acknowledge this offer will remain open for acceptance by you for a period of one hundred and eighty (**180**) calendar days from the closing date for receipt of tenders. The full Tender Package is now enclosed along with supporting documentation.

I/We acknowledge that the Turks and Caicos Islands National Health Insurance Board is not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.

I/We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.

I/We undertake to treat the details of this offer as private and confidential. I/We acknowledge that no part of these documents may be transmitted by us to a third party.

Prices quoted are inclusive of all applicable fees and charges associated with the provision of the service(s)

I/We acknowledge the Turks and Caicos Islands National Health Insurance Board reserves the right to accept any tender submitted in whole or in part or reject any or all Tenders or to award the work in one or more contracts and to waive any irregularities.

I/We further acknowledge this tender is irrevocable, made for good consideration and acceptance thereof by the Turks and Caicos Islands National Health Insurance Board and shall be binding on the undersigned from the date of acceptance.

Print Name..... Signature of Tenderer.....

in the capacity of ..... Date: .....2016

On behalf of (Name of Company).....

Address.....

.....

.....

Telephone..... Fax No.....

E-mail.....

**\*\* Please Use This Form for Submission \*\***

## **APPENDIX 5: DRAFT CONTRACT**

### **EXTERNAL REVIEW SERVICES AGREEMENT**

**THIS AGREEMENT** is made on the        day of [   ]

**BETWEEN:**

The Turks and Caicos Islands National Health Insurance Board (“The Client”) **OF THE FIRST PART**

**AND**

[Name of External Review Consultant and address] (“The Review Consultant”) **OF THE SECOND PART**

**RECITALS**

**WHEREAS –**

The Client desires that certain Review Services should be performed by the Review Consultant, namely Services outlined in this Agreement and has accepted a proposal by the Review Consultant for the performance of such Services.

**NOW THIS AGREEMENT WITNESSETH** as follows:

In the Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Client/Review Consultant Services Agreement contained in Part I.

The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:

The Letter of Offer dated [   ];

The Review Consultant’s Engagement Letter

The Conditions of the Client/Review Consultant Services Agreement (Part I – Standard Conditions and Part II – Conditions of Particular Application);

The Appendices, namely:

Appendix A – Details of Services Requested

Appendix B – Remuneration and Payment

Appendix C – Review Consultant’s Proposal

In consideration of the payments to be made by the Client to the Review Consultant as hereinafter mentioned, the Review Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement. The Client hereby agrees to pay the Review Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

**IN WITNESS** whereof the parties hereto have caused the Agreement to be executed the day and year first written in accordance with the laws of the Turks and Caicos Islands.

Executed for and on behalf of

**THE TURKS AND CAICOS ISLANDS  
NATIONAL HEALTH INSURANCE BOARD**

By **ZANETA BURTON**  
Chief Executive Officer  
Turks and Caicos Islands  
National Health Insurance Board

\_\_\_\_\_  
**ZANETA BURTON**

In the presence of:

\_\_\_\_\_  
**NAME OF WITNESS**

\_\_\_\_\_  
**Signature of Witness**

Executed by and on behalf of **[Review Consultant]**

In the presence of:

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**DIRECTOR/SECRETARY**

# CONDITIONS OF THE CLIENT/REVIEW CONSULTANT SERVICES AGREEMENT

## PART I

### STANDARD CONDITIONS

#### 1. Definitions

‘Agreed Compensation’ means additional sums as defined in Part II which are payable under the Agreement;

‘Client’ means the Turks and Caicos Islands National Health Insurance Board, the CPMU appointed project coordinator or any representative of TCIG;

‘Conditions’ means the terms and conditions set out in the Conditions of the Client/Review Consultant Services Agreement Parts I and II together with Appendix A (Scope of Services), Appendix B (Remuneration and Payment) and Letter of Offer dated [ ];

‘The Review Consultant means the company or individual engaged to provide the services of conducting a review of the financial records of IHC [ ];

‘Review Consultant General’ means the person holding the office of Review Consultant General in the service of the Turks and Caicos Islands Government;

‘day’ means a day on which the banks are open for normal trading in the Turks and Caicos Islands;

‘Normal Services’ means the services specified to be performed by the Review Consultant under Appendix A – Details of Services Requested;

‘The effective date’ means the date of commencement of this Agreement;

‘The price’ means the sums contained in Appendix D which are to be paid by the Client to the Review Consultant in consideration of the provision of the Services;

‘The Services’ means the services to be performed by the Review Consultant in accordance with the Agreement and comprise Normal Services and Additional Services; and

‘Work’ means any reports, proposals, actions, documents and other items produced by the Review Consultant in its performance of the Services, which are specified or referred to in the Agreement.

#### 2. Interpretation

2.1 In this Agreement unless otherwise specified:

- 2.1.1 reference to a party is a reference to a party to this Agreement and includes his permitted assignees and the respective successors in title and substantially the whole of his undertaking;
  - 2.1.2 reference to a person includes any person, individual, company, firm, corporation, government, agency or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
  - 2.1.3 reference to an Ordinance or regulations or any of its provisions is a reference to that Ordinance or regulations or such provision as from time to time amended or re-enacted;
  - 2.1.4 words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
  - 2.1.5 references to recitals, clauses, paragraphs, Appendices or schedules are to recitals, clauses and paragraphs of and Appendices or schedules to the Agreement.
- 2.2 The index to and the headings in the Agreement are for information only and shall be ignored in construing it.
- 2.3 The Appendices form part of the operative provisions of the Agreement and references to the Agreement shall, unless the context requires, include references to the Appendices.
- 2.4 If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in this Agreement.

### **3. Scope of Services**

- 3.1 The Review Consultant shall perform the Services in accordance with the Agreement. The Scope of the Services is stated in Appendix A with effect from the Effective Date and the Review Consultant shall provide the Services in accordance with the Timetable.
- 3.2 Time is of the essence in respect of obligations in the Agreement.



#### **4. Normal and Additional Services**

- 4.1 Normal Services are those described as such in Appendix A.
- 4.2 Additional Services are those described as such in Appendix A or which by written agreement of the parties are otherwise additional to Normal Services.

#### **5. Duty of Care**

- 5.1 The Review Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under this Agreement

### **OBLIGATIONS OF THE CLIENT**

#### **6. Information**

The client shall so as not to delay the Services and within a reasonable time give to the Review Consultant free of cost all information in its power to obtain which may pertain to the Services.

#### **7. Decisions**

On all matters properly referred to in writing by the Review Consultant the Client shall give its decision in writing so as not to delay the Services and within a reasonable time.

#### **8. Assistance**

In respect of the Review Consultant or its personnel the Client shall do all in its power to assist in:

Providing unconstructive access wherever it is required for the Services; and

Providing access for collection of information which is to be obtained by the Review Consultant.

#### **9. Facilities**

The Client shall make available, free of cost, to the Review Consultant all facilities reasonably required by the Review Consultant for the purpose of carrying out the necessary task in order to complete the Services.

#### **10. Client's Personnel**

In consultation with the Review Consultant, the Client shall be responsible for providing personnel in his employment to the Review Consultant as required.

#### **11. Representatives**

For the administration of the Agreement each party shall designate the official or individual to be its representative. If required by the Client, the Review Consultant shall designate an individual to liaise with the Client's representative.

## **12. INDEMNITY**

The Review Consultant shall indemnify and hold harmless the Client, its employees and agents from and against any liabilities, damages, settlements, costs and expenses (including reasonable attorney's fee) arising out of or related to any claims, lawsuits or proceedings of any nature made or brought against the Board, its employees or agents by any third party arising out of or related to the Review Consultant's acts or omissions under this Agreement, except when such liabilities, damages, settlements, costs or expenses are attributable to the negligence, fraud or willful misconduct of the client, its employees or agents or breach of this Agreement by the Client.

## **COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION**

### **13. Agreement Effective**

The Agreement is effective from the date of commencement.

### **14. Commencement and Completion**

The Services shall be commenced and completed at the times or within the periods stated in Part II subject to extensions in accordance with the Agreement.

### **15. Variations**

The Agreement can be varied on application by either party and only by written agreement of the parties.

### **16. Delays**

If the Services are impeded or delayed by the Client, its employees or representative so as to increase the amount or duration of the Services –

The Review Consultant shall immediately inform the Client of the circumstances and probable effects.

The increase in the amount of Service may be regarded as Additional Services.

The time for completion of the Services shall be increased accordingly.

## **17. Changed Circumstances**

- 17.1 If circumstances arise for which the Review Consultant is not responsible and which make it irresponsible or impossible for it to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.
- 17.2 In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply but not for a period exceeding 30 days for resumption of them.
- 17.3 If the change in circumstances causes a delay of more than 30 days and in the opinion of the Client the changed circumstances make it irresponsible or impossible for the Review Consultant to perform in whole or in part the Services in accordance with the Agreement the Client may terminate the Agreement by written notice to the Review Consultant and the Agreement shall terminate as and from the receipt of such notice by the Review Consultant and the Agreement shall cease to have effect.

## **18. Termination**

- 18.1 If the Review Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Review Consultant shall violate any of the terms, covenants, conditions or stipulations of their Agreement the Client shall thereupon have the right to terminate this Agreement by promptly giving written notice to the Review Consultant of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include but not be limited to failure to comply with any or all items contained in this Agreement and any Appendices, Attachments, exhibits or amendments thereto, if any.
- 18.2 In the event of termination pursuant to clause 18.1 above, the Review Consultant shall provide work paper access to the CPMU and the NHIP and any successor Review Consultant engaged by the Client, in accordance with generally accepted Reviewing standards, including access to data, studies, surveys, records, drawings, maps and reports. Such information shall, at the option of the Client, become the property of the Client and be immediately turned over to the Client. The Review Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 18.3 Notwithstanding the above clauses 18.1 and 18.2, the Review Consultant shall not be relieved of liability to the Client by virtue of any breach of this Agreement by the Review Consultant and the Client may withhold any payments to the Review Consultant for the purpose of set off until such time as the exact amount of damages due the Client from the Review Consultant are determined.

- 18.4 Except for clause 18.1 above this Agreement may be terminated by either party upon a material breach of the Agreement by the other party which has not been cured within 30 days following receipt of written notice of such breach.
- 18.5 Termination of this Agreement shall be without prejudice to any obligation by or right of action or remedy of one party hereof to the other which shall have accrued prior thereto or which otherwise arises under this Agreement.

## **19. Additional Services**

- 19.1 Where any necessary work or expense is to be performed by the Review Consultant extra to the Normal Services, it shall be regarded as Additional Services;
- 19.2 The performance of Additional Services shall entitle the Review Consultant to extra time necessary for their performance and to payment for performing them at a price and time to be agreed between the parties in writing prior to the execution of the additional services. The additional services shall not be commenced unless there is agreement in writing.

## **20. Payment to the Review Consultant**

The Client shall pay the Review Consultant for Normal Services in accordance with the Conditions and as set out in Appendix B, and shall pay for Additional Services at rates and prices as are agreed in accordance with clause 15.

## **21. Time for Payment**

Amounts due to the Review Consultant shall be paid promptly as set out in Appendix B – Remuneration and Payment, PROVIDED that the Review Consultant would have fulfilled the obligations contained herein.

## **22. Currency of Payment**

The currency applicable to the Agreement is that stated in Part II.

## **23. Disputed Invoices**

If any item or part of an item in an invoice submitted by the Review Consultant is contested by the Client, the Client shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice. In respect of the disputed invoice, the Review Consultant agrees to provide such information, including original invoices, as requested by the Client.

## **24. Assignment**

The Review Consultant shall not sub-contract, assign, charge or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Client.

## **25. Conflict of Interest and Confidentiality**

- 25.1 The Review Consultant shall not engage in any activity, which might conflict with the interests of the Client under this Agreement;
- 25.2 The Review Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement;
- 25.3 It is required under this Agreement that all documents and related information obtained during the course of providing services be kept confidential and shall not be made available to any individual or organization by the Review Consultant without written approval of the Client or the Actuary is compelled to disclose such information by law, legal process or regulatory authority.

## **26. Notices**

Any notice or other communication required or permitted to be given hereunder shall be sent either by registered mail, return receipt requested if available, or by facsimile, telex, telegram or delivered by hand against receipt, addressed as follows:

If to the Client:	The Chief Executive Officer National Health Insurance Board Unit 55/56 Salt Mills Plaza Grace Bay Road Providenciales Turks and Caicos Islands Fax: (649) 946 8862
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If to the Review Consultant:	[Name and contact details]
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or at such other place as the relevant party may, giving reasonable notice, direct in writing.

Any notice sent by registered mail shall be deemed to have been received seven (7) days after posting unless previously received, and any notice by facsimile, telex or telegram shall be deemed to have been received the next business day after delivery to a proper transmitting agent, unless previously received hereunder.

## **27. Entire Agreement**

This Agreement, including Appendices, sets out the entire agreement between the parties relating to the subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to the subject matter. The parties acknowledge that they are

not relying on any representation, agreement, term or condition which is not set out in this Agreement.

## **28. Mutual Warranty**

Each Party warrants to the other Party that it has full right and authority to enter into, execute and perform under this Agreement in accordance with the terms thereof and that the execution and delivery of this Agreement has been duly authorised.

## **29. Jurisdiction**

The Parties to this Agreement hereby submit to the jurisdiction of the Supreme Court of the Turks and Caicos Islands in the event of any disputes arising that the Parties are unable to resolve among themselves.

## **PART II**

### **CONDITIONS OF PARTICULAR APPLICATION**

References from Clauses in Part I

11. Designated Representatives –

Client- National Health Insurance Board  
Unit 55/56  
Salt Mills Plaza  
Grace Bay Road  
Providenciales  
Turks and Caicos Islands  
Tel: (649) 946 8861 Fax: (649) 946 8862

Review Consultant- [name and contact details]

14. Commencement [ ] and Completion shall be [months] from the Commencement.

22. Currency of Agreement – United States Dollars

29. Law to which Agreement is Subject – The laws of the Turks and Caicos Islands

## **APPENDIX A**

### **DETAILS OF SERVICES REQUESTED**

The Services to be undertaken are listed below:

To conduct a review of the Accounts of InterHealth Canada Limited of documents submitted for review; for the years ending March 31, 2010 to 2015, in accordance with International Accounting Standards for Reviews.

To review and verify the accuracy of the Actual Clinical Costs and Provider Performance Report as submitted by IHC within twenty (20) Working Days of such Report being submitted by IHC.

To consider IHC's compliance with contractual obligations.

Issuance of a signed opinion concerning the fairness of the presentation of the information contained in the statement and conformity with International Accounting Standards for reviews as promulgated by the International Accounting Standards Board.

Issuance of the Management Letter summarizing the area(s) where internal accounting procedures or management controls were deemed inadequate or weak.

An Initial meeting or Entrance conference on the work to be performed and establish the liaison for the review; and any other needs of the Review Consultant.

An exit conference with the management of the CPMU to review the draft report and draft management letter



# APPENDIX B

## REMUNERATION AND PAYMENT

Payment for Services is given in the table below:

Payment Schedule

MILESTONE	PERCENTAGE OF CONTRACT VALUE (%)	TOTAL OF CONTRACT VALUE (\$)

# **APPENDIX C**

## **Review Consultant's Proposal**