



**DENARAU CORPORATION PTE LIMITED
(DCL)**

**MEDICAL SERVICES
TERMS OF REFERENCE**

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1. Background

1.1 About Denarau Island Corporation PTE Limited

Denarau Corporation PTE Limited (DCL) incorporated under the Companies Act in 1996 to perform the role of Body Corporate for the five Precincts on Denarau Island namely:

1. Hotel Precinct
2. Residential Precinct
3. Commercial Precinct
4. Marina Precinct
5. Golf Precinct

1.2 The Directors

The DCL Board comprises of Directors drawn from each individual Precinct whom are empowered with the duty to formulate rules pertaining to the control, management and administration of DCL through the Corporate Office.

1.3 Role of the Corporate Office

The Corporate Office comprises a General Manager and its core duties include:

- Legal & Financial Management (Collection of Levies & Budget Control);
- Operational & Maintenance Function of Assets;
- Security Services;
- Waste Management;
- Green Waste Management;
- Enforcement of DCL By-Laws & Disaster Management Plans and Statutory Compliance.

The General Manager reports to the DCL Board.

Both the DCL Board & Corporate Office work in close association with the respective precincts with the best interests of a long-term integrated management approach to Denarau Island's infrastructure and facilities.

2. Circulation

This document contains vital security information. Therefore, it is imperative that all information contained herein remain confidential and classified and not further disseminated or distributed without prior written authorization from duly authorized management of DCL.

3. Medical Service Provider's Services & Obligations

3.1 The services to be provided on location include:

1. Twenty-four (24) hours, seven (7) days a week of general outpatient medical services, including Healthcare Services to all Precincts on Denarau Island;
2. The provision of General Practitioner and appropriate personnel to efficiently manage a medical clinic;
3. The ability to conduct house/ hotel calls as and when required
4. The provision and availability of an Ambulance Services, twenty-four (24) hours, seven (7) days a week, based off site;

5. The ability for Aeromedical Evacuation Services to secondary and/or tertiary hospital services locally or externally.
6. The medical services shall be provided on a continuous twenty-four (24) hours and seven (7) days a week basis, including weekends and public holidays.

3.2 The services to be provided off-premises/ location include:

1. Laboratory services;
2. Radiology services and
3. Any Specialist Referral Services.

3.3 The Medical Contractor shall undertake to provide and perform all general outpatient medical services in accordance with the highest standards of current established medical practices;

3.4 These services shall be duly carried out by suitably qualified and registered medical staff, devoting the necessary time required, with the attention, skill and care, as would be expected from a competent and professional Medical Centre, Medical Clinic and/or Medical service provider.

3.5 The Medical Contractor shall and will comply with all Statutory obligations as imposed under the Medical Practitioners Act and any other Legislations and Regulations relevant to the medical services to be rendered.

3.6 The Medical Contractor shall and will comply with all lawful directives, notices, requirements, obligations and obtain all necessary approvals from any Relevant Authority/ies.

3.7 Medical practitioners have the responsibility to ensure that they perform to established standards so that they do not endanger the lives and wellbeing of their patients. For the purpose of professional conduct this consists of:

- Recognizing and acknowledging fatigue and taking all reasonable steps to minimize this risk;
- Ensuring all reasonable steps are taken to ensure that a colleague receives all the appropriate assistance if there is a reasonable reason to believe that his or her performance maybe compromised and endanger his or her patients; and
- Seeking assistance and guidance from a senior colleague, employer, or medical professional body if unsure as to what is the appropriate steps to be taken.

4. Service, Contract Fees and Charges

4.1 Service Fees and Charges to Patients

All fees and charges for the medical services provided, shall and will be charged and billed directly for payment by the patient/s.

The Tender must include the proposed fee structures for the medical services rendered.

4.2 Contract Fee

DCL shall pay the successful Medical Service provider a subsidized an annual fee for service hours between:

- 5 pm to 8 am Monday to Friday

- Weekends and Public Holidays to be negotiated and agreed upon with terms and conditions, during the finalization of a Contract.
- Annual fee shall be exclusive of VAT for the Services;
- The annual fee shall be paid by equal monthly installments.

5. Accommodations

Not Provided.

6. Meeting Schedule

6.1 The successful Medical Contractor, after award of the contract, will attend meetings, held once each month at an assigned time and day, with DCL, to address any concerns or questions. Emergency meetings can also be called by DCL when deemed necessary in light of breaches to the medical contract.

7. Communications Systems

7.1 The successful Medical Contractor may institute a communication system whereby medical personnel can communicate with their respective supervisor and/or DCL authorized officer during shifts.

7.2 Mobile contact details of all Medical personnel shall be provided to DCL office for dissemination.

8. Schedule

8.1 The successful bidder must ensure that all shifts are filled and completed. If a GP and/or medical assistant is unable to make it to work, the Bidder shall have a replacement who meets the provisions mentioned in this proposal.

9. Uniform and Presentation of Medical Staff

9.1 All medical personnel shall present her/himself wearing clean, wrinkle-free and professional medical uniforms as provided by their company/agency. All Uniforms should display proper, accurate identification such as a badge or logo. Medical personnel are NOT permitted to wear sandals, but shall wear appropriate footwear as deemed acceptable within the medical services.

10. Medical Personnel – Qualification and Experience

10.1 All General Practitioners must possess as a minimum, the following requirement:

- i. Practice License Number
- ii. Registered Medical Practitioner
- iii. Qualification as approved by the Fiji Medical Council
- iv. Minimum five (5) years of experience as a General Practitioner with a practice that is legally registered

10.2 All medical assistants, assigned to work on Denarau Island are required to possess as a minimum, the following:

- i. Minimum five (5) years of work experience in a medical facility trained and working as a medical assistant;
 - ii. Certified in First Aid and CPR
- 10.3 Police clearance for all medical personnel must be provided and will be verified during the tender evaluation. All medical staff must be literate and fluent in English, both written and spoken. All medical personnel are required to be both, physically and mentally healthy.
- 10.4 The successful Bidder shall and will provide to DCL, a list of full names of all medical personnel assigned work on Denarau Island. In an event of a change in staffing and/or where new medical personnel are assigned, the successful Bidder shall notify the DCL office, providing the full name of the employee within two (2) working shifts, of that employee. DCL reserves the right to reject the employment of any medical personnel assigned to work on Denarau Island. DCL shall not unreasonably withhold approval. The Bidder should outline in detail, any and all training, each medical personnel undergoes prior to being assigned to Denarau Island.

11. Identification

- 11.1 All Medical Personnel shall wear proper identification cards whilst working on site and if any Medical Personnel are without any proper identification, she/he will not be allowed onto the premises. Identification cards must be available but will not be required to be worn where protective clothing and respiratory protection is required.

12. Identity of Bidder

- 12.1 The identity of the Bidder and the Contractor is fundamental to DCL.
- 12.2 A Bidder shall be the Agency/Company, Corporation or Corporations named as the Bidder and whose execution appears in the Proposal Form. If a Bidder is acting as an Agent or Trustee for or jointly with another person, persons, corporation or corporations, this shall be fully disclosed by the Bidder in the Proposal. Should a Bidder fail to fully disclose the identity/ies of all participants and the nature of its relationship to those participants, the Proposal shall be null and void at the discretion of DCL. No claims by undisclosed participants will be recognized by DCL in the Contract. Upon acceptance of the Contract, the successful Bidder shall become the Contractor.

13. Ownership of Proposal Responses

- 13.1 All documents, materials, articles and information submitted by the Bidder as part of or in support of the Proposal shall become upon submission, the absolute property of DCL and will not be returned to the Bidder at the conclusion of the Tender evaluation process, provided that the Bidder shall be entitled to retain its copyright and other intellectual property rights therein, unless otherwise provided in the Contract.

14. Evaluation of Bidders Capacity

- 14.1 In the event where a Bidder cannot demonstrate sufficient capacity to fulfill the Contract, the Bidder will not be considered as a Contractor.
- 14.2 DCL reserves the right to inspect the premises/facilities of any Bidder for the purposes of determining its ability to fulfill the Contract.

15. Supporting Information to be Supplied with Proposal

- 15.1 In addition to any other information requested to be supplied with the Proposal, the Bidder shall also provide within its Proposal the following listed information:

General Company Information

- i. Full Name of Practice as Legally Registered
- ii. Physical Address
- iii. Company Registration No. and Business License No (certified copy of Business License)
- iv. Ownership, Organizational Size and Structure
- v. Financial Stability
- vi. Quality Policy, Quality Assurance Systems
- vii. Current Commitments/Workload/Delivery
- viii. Company Experience
- ix. Professional References

Information Pertaining to this Proposal

- i. Management and Quality Systems
- ii. Innovations Offered
- iii. Special Conditions
- iv. Basis of Contract Price Adjustment (if different to that specified or if not specified in the Scope of Work)
- v. Terms of Payment (if different to those specified in the Work Scope)

16. Equipment and Supplies

- 16.1 The successful medical service contractor shall at its own cost, provide all necessary instruments, equipment and apparatus both on site and off site for the performance of its Services.
- 16.2 The successful medical service contractor shall at its own costs, always carry or have immediate access to a reasonable supply of medicines, drugs and medical supplies, required for treatment of patients onsite.

17. Status of Contractor

- 17.1 During the existence of an Agreement, the Medical Service Contractor shall be an independent contractor and NOT a servant or agent of DCL.

- 17.2 In such capacity, the Medical Service contractor, shall exclusively bear all responsibility for the discharge of any income tax liability, payment of remuneration and contributions to the Fiji National Provident Fund (FNPF) for its employees or any other levies or charges payable by an employer.

18. Provision and Maintenance of Records

- 18.1 The Medical Service Contractor shall provide its yearly external audited accounts to DCL for inspection before 31st December of every year in order to access and agree on the fee payable for the renewal of a Contract/Agreement, beyond expiry.
- 18.2 The Medical Service Contractor shall maintain a proper record of services provided to any person and the charges levied, for inspection by DCL.
- 18.3 Such records will only be required for inspection for the extended hours of Services provided beyond the normal operations between the hours of 9am and 5pm from Monday through to Friday.

19. Insurance and Indemnity

- 19.1 The Medical Service contractor shall always, during the existence of an Agreement, keep in effect the following insurance Policies: -
- a. **Public Liability Insurance – FJ\$10M**
Minimum coverage to include liability for property damage, death and/or bodily injury to any invitees, guests, patients or any other persons visiting the contractors Medical Centre or its grounds and carpark facilities or any other facilities or Services provided by the Contractor including, property damage, death or bodily injury to its employees, contractors and agents at the premises, arising from the willful act or negligence of the medical service contractor or its servants and/or agents with a minimum sum insured of FJ\$10,000,000 (Ten Million Fijian Dollars).
 - b. **Professional Indemnity Insurance - \$10M**
Providing cover for legal costs and claims for damages to third parties which may arise out of an act, error, omission or breach in the course of your daily duties and/or as a Medical service provider. Minimum sum insured of FJ\$10,000,000 (Ten Million Fijian Dollars)
 - c. **Motor Vehicle Insurance – Third Party Property Damage and Personal Injury**
Providing coverage that includes your legal liability for third party property damage and personal injury to individuals, in the event of an accident. Minimum coverage of FJ\$2,500,000 (Two and a Half Million Fijian Dollars)
- 19.2 Prior to the commencement date, the appointed Medical Service provider shall produce the original of all such mentioned policies for perusal by DCL who may make and retain copies thereof. DCL shall, throughout the subsistence of an Agreement, have the right of inspection to all insurance policies and require evidence of payment of premium and the currency of each Policy.
- 19.3.0 The contracted Medical Service provider shall and will indemnify DCL from all and any such claims, proceedings, damage, losses, damage, expense or costs of whatsoever nature, made by any persons whether directly or indirectly, caused by or arising from the Services provided to any person/s or to

any invitees, guests, patients or any other person visiting the contractor's Medical Center or its grounds, carpark facilities, unless caused by the negligent act by or on behalf of DCL, its service or agents.

19.3.1 The Indemnification in 19.3.0 will survive the termination of the Agreement.

20. Contractors Warranty

20.1 The successful Medical Service provider shall ensure that all its personnel shall and would have updated training, qualifications and valid practicing certificates issued by the Fiji Medical Council and Fiji Dental Council.

21. DCL Contact Person

21.1 The DCL contact person for all DCL premises will be the Property Officer/ Operations Manager. The listing of these DCL personnel shall be provided to the successful contractor.

22. Term of Contract

22.1 The Term of Contract is for three (3) years.

22.2 The contract may be terminated by either DCL or the Medical Service contractor, by giving three (3) months prior written notice of termination to the other.

22.3 The Medical Service contractor may opt to terminate its services, without notice, in the event of failure by DCL to make payment of any instalment of the Fee when due.

22.4 DCL may terminate an Agreement, without notice, in the event of:

- a) Any breach by the Medical Service contractor of any provisions in the Agreed Contract; or
- b) The Medical Service contractor not being able to fulfil its obligations under the Agreed Contract for any reason or for any period or
- c) The Medical Service contractor's performance shall not in the sole discretion of DCL be acceptable.

22.5 The Medical Service contractor shall not after expiry of an Agreement, in the course of carrying on its operations as a Medical Centre from the premises or elsewhere, represent or otherwise hold out that it has any association or affiliation with DCL.

23. Environment & Safety Issues

23.1 The successful Medical Service provider, shall observe all safety precautions throughout the duration of the agreed term. The lack of knowledge and/or skill shall in no way be a cause for relief from the responsibility or defense against the legal effects.

23.2 Any Environment and Safety concerns should be documented and reported to the DCL office as soon as practicably possible.

24. Tobacco/Alcohol/Drug Free Environment

- 24.1 DCL strictly maintains a tobacco, alcohol, drug free environment. Any personnel of the contractor found violating the policy will be requested to remove the product and themselves from the sites.

25. Language & Demeanor

- 25.1 Offensive language or actions are **not** acceptable.
- 25.2 DCL shall have the absolute right to require replacement of any employee, that DCL deems objectionable to work on any DCL premises.

26. Tender Checklist

(To be filled and accompanied with the Tender Proposals/Documents)

Tender Specification Form

Tender Number _____

Tender Invitation and Acceptance Terms & Conditions of the Tender

The following information has to be filled by the bidder and submitted with Tender Documents:

1. Company Name: _____
2. Director/Owner(s): _____
3. Postal Address: _____
4. Phone Number: _____
5. Fax Number: _____
6. Office Location: _____
7. TIN Number: _____
8. Company Registration Number: _____
9. FNPF Employer Registration Number: _____
10. Number of Branches & Locations: _____
11. Years of Experience: _____

I declare that all the above information is correct.

Name: _____ Position: _____

Sign: _____ Date: _____

26.1 Information required for this Tender

Check List (Please Tick & Enter the page number of the Submission)

Item No.	Tick	Page No.
1. Company Profile (Including Director(s) Owner(s))	_____	_____
2. Practice License Number	_____	_____
3. Certificate of Business Registration	_____	_____
4. Business License	_____	_____
5. Vat Registration	_____	_____
6. TAX Compliance Certificate	_____	_____
7. FNPF Registration Number	_____	_____
8. FNPF Compliance Certificate	_____	_____
9. Public Liability Insurance	_____	_____
10. Professional Indemnity Insurance	_____	_____
11. Motor Vehicle Insurance Cover	_____	_____
12. HSE Certification & Policies	_____	_____
13. Previous Work Experience/Customer Reference	_____	_____
14. Knowledge & Expertise and Qualification of Staff (Key Employee Profile. Curriculum Vitae etc.)	_____	_____
15. Qualification of Medical Assistants and Training provided	_____	_____
16. First Aid and CPR Certification	_____	_____
17. Cost Proposal	_____	_____
18. Description & Quality of Product/Service	_____	_____
19. Price Validity of Product/. Service	_____	_____
20. Other Information Regarding this Tender	_____	_____

To be filled and accompanied with the Tender Proposal Documents

26.2 Submission of Tenders

Two (2) hard copies of the tender bids in sealed envelope shall be deposited in the tender box located at the Denarau Corporation PTE Limited office, Denarau Island Fiji.

Courier charges for delivery of Tender Document must be paid by the bidders.

This tender closes at 2:00 p.m. on Friday, 10th June, 2022.

Each tender shall be sealed in an envelope with the envelope bearing only the following marking:

TENDER No. MR 001/2022 – Provision of Medical Services on Denarau Island

**The General Manager
Denarau Corporation PTE Limited
Denarau Fiji**

It must also indicate the name and address of the tenderer on the reverse of the envelope.

All late tenders, unmarked envelopes and envelopes without the bidder's name and address on the reverse of the envelope will be returned to the Tenderers unopened. (Bids via e-mail or fax will not be considered).

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act and must have the most current Tax Compliance Certificate.

For further information or clarification please contact our Operations Manager, Ravi Prasad on mobile (+679) 9997393 or email ravi.prasad@denarau.com