

**Invitation to Tender
for the Provision of Health Screening Service
for Supporting the Medical Surveillance Programme for Construction Workers
(1 January 2018 to 31 December 2019)**

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Part I Introduction

1.1 Background

The Pneumoconiosis Compensation Fund Board (PCFB) would like to cordially invite Tenderers to submit Tenders for provision of health check services to support the Medical Surveillance Programme (MSP) for Construction Workers that has been launched since November 2011, serving the high risk group of local construction site workers with long-term silica dust exposure in the workplace. We target to solicit high quality health service partners to assist us to implement the programme and would like to invite the interested parties to bid for the new service contract. The service period will be effective from January 2018 to December 2019 (2 years).

1.2 Statutory Functions of Pneumoconiosis Compensation Fund Board (PCFB)

According to the Pneumoconiosis & Mesothelioma (Compensation) Ordinance, PCFB should have the following functions:

- ♦ To administer the Fund;
- ♦ To make recommendations to the Government with respect to the rate of levy;
- ♦ To conduct and finance educational, publicity, research and other programmes to prevent pneumoconiosis and mesothelioma and to conduct and finance programmes for the rehabilitation of persons suffering from the above diseases;
- ♦ To administer funds received from the Government and designated by the Government as ex gratia payments to persons diagnosed before 1 January 1981 to be suffering from pneumoconiosis; and
- ♦ To perform such other duties as are imposed on it by this Ordinance.

[Section 26, Cap 360, Pneumoconiosis and Mesothelioma (Compensation) Ordinance]

Part II The Medical Surveillance Programme (MSP)

2. The MSP has been running for 6 years, targeting the workers in the construction and quarry industries. Up till 30 June 2017, MSP had provided health screening services for 25,348 construction site workers and identified 37 workers with diagnosis of silicosis (35), asbestosis (1) and mesothelioma (1).

2.1 Objectives:

- ♦ Heighten awareness of lung health and Pneumoconiosis concern among the construction site workers; and
- ♦ Assist the construction site workers to have early detection of Pneumoconiosis; the detection rate of diagnostic cases contributes to at least 10% of the total diagnostic cases found in Hong Kong each year.

2.2 Target

Any persons who...

- ♦ engage in the construction industry or renovation works with proven employment evidence, and
- ♦ has solid employment history (years of service/ length of exposure) regardless of past or present; and falls into the specific age group (specified by PCFB based on scientific evidence)

...are eligible to enroll and enjoy free health check service organized under this programme.

Part III The Roles of Service Provider (SP) and PCFB

3.1 Roles of the SP

- 3.1.1. To conduct the health screening service with the specified technical requirement as stated in PART IV, V and VI
- 3.1.2. To provide established medical centres or set up new centre(s) for running such programme throughout the year and provide adequate booking timeslots/ service sessions to fulfill the service needs of the service recipients.
- 3.1.3. To keep a set of separate records of workers' examination results, and make it in a form easily transferrable to PCFB or another party, if necessary
- 3.1.4. To encourage the workers having completed the examinations to take back own X-ray films, otherwise to keep those X-ray films that have not been taken away by the workers until PCFB's approval for destroy.
- 3.1.5. To submit monthly statistics and annual reports to PCFB according to the format provided by the Board
- 3.1.6. To allow and provide assistance to PCFB's designated personnel for carrying out the performance audit (if applicable)
- 3.1.7. To provide clinical statistics and analysis of the health data obtained from the health screening results.

- 3.1.8. To safeguard all procedures of handling of personal data in accordance to Personal Data (Privacy data) Ordinance (PDPO).
- 3.1.9. To assist or facilitate PCFB to launch publicity campaigns to promote the services to the targeted clients
- 3.1.10 Additional Services
 - The SP can provide additional services to enrich the quality of the programme which is subject to own resource availability. It is not a compulsory role but will be considered and accepted by PCFB
 - It could be offered free or at extra cost. If cost is required, it should be quoted clearly in the price proposal separately under the Additional Service Category. The price, however, will not be taken into consideration when calculating the price score. Examples of additional services that will be considered are: health talks, health campaign for the construction workers, etc. The Tenderers should clearly provide details of the service descriptions of the proposed additional service in the technical proposal under the Additional Service Category.
 - The Additional Service to be accepted by PCFB will lead the Tenderers to get extra score in the technical proposal.
 - PCFB reserves the right to accept all or part of the additional services proposed by the Tenderers.

3.2. Roles of PCFB

- 3.2.1 To provide full financial support to the programme
- 3.2.2. To monitor the progress of the programme
- 3.2.3. To recruit suitable personnel and refer them to the SP
- 3.2.4. To assign designated officer for working closely with the SP to monitor the progress of work, data management and PDPO matters.
- 3.2.5. To launch publicity campaigns to promote the services to the targeted clients
- 3.2.6. To provide advice to the SP, if necessary

Part IV Service Contents and Arrangements

4.1. Medical Centres

- 4.1.1. The SP is preferably to have own medical centres for running this programme. The centres should have already been established in Hong

Kong (or be able to start operation in January 2018) and best be situated at prominent locations that are easily accessible by public transportation. It would be more desirable if all examination items could be conducted in a single location.

- 4.1.2. Preference will be given to those SPs who could have centres operated in different districts in Hong Kong
- 4.1.3. It would also be an advantage if a centre could be offered in the New Territories such as Tuen Mun / Yuen Long / Tin Shui Wai/ Tsuen Wan, and Kowloon region where a lot of workers are living in these districts

4.2. Service Hours

- 4.2.1. The SP should guarantee that a minimum number of booking slots per month be reserved for PCFBs clients during weekdays from 18:30 afterwards, on Sundays before 17:00 and public holidays (preferred). Preference will be given to those SPs who can guarantee a higher quota
- 4.2.2. Services must be available in evenings up to 21:00 during some of the weekdays
- 4.2.3. Services must be provided on Sundays

4.3. Health Screening packages

The Tenderer should include the required examinations listed below clearly in the technical proposal and a medical report / summary in Chinese should be made available to client

- 4.3.1. Questionnaire for history of dust exposure / protective measures; chest symptoms especially cough and shortness of breath.
 - The results must be read and interpreted by a designated doctor*
- 4.3.2. General medical examination
 - This part must be done by a designated doctor*
 - The SP must specify the items to be included under this section
- 4.3.3. Chest X-ray examination (CXR)
 - All films must be read with reference to the ILO (International Labour Organization) International Classification of Radiographs of Pneumoconiosis (2011 Edition)
 - All films must be reviewed and interpreted by a designated doctor*
- 4.3.4. Lung function test (FVC, FEV)
 - The test must be done following the ATS or ERS standards
 - The spirometry results must be analyzed by a designated doctor*
- 4.3.5. Personal consultation and education

- The personal consultation (on all normal and abnormal case) must be done by a designated doctor*. It could be done face-to-face on the same day or in other form like telephone call on the same day / other days. In this respect, the SP should design the most appropriate format of these consultations.
- Clients should be required to stay in the centre for a maximum of 2 hours only to complete all the required examinations, and consultations (if they are designed to be held on the same day), and not be required to return to the centre on another day unless the client wants to do so.

(Remarks: If any abnormal case is found and client needs to receive further consultations and / or examinations, and / or treatments, the cost for those consultations and / or examinations should be borne by the client himself.)

4.4. Professional Requirement

4.4.1. Designated doctor* in the above refer to a medical doctor registered in Hong Kong and belongs to **any one** of the following three groups:

- (i) Specialists in Occupational and Environmental Medicine
- (ii) Specialists in Respiratory Medicine
- (iii) Specialists in Family Medicine or Specialists in Advanced Internal Medicine.

For the (iii) group, the X-ray film must be reviewed by a radiologist and reported to the physician

4.4.2. Clinical experience or higher qualifications in respiratory medicine or occupational medicine are favourable attributes.

4.4.3. All CXR requires reporting by radiologist. Specialists in respiratory medicine or occupational and environmental medicine may choose to compile the reports themselves.

Note: The tenderer must ensure that this requirement be met otherwise the submission will not be considered.

4.5. Medical Records

4.5.1. The awarded SP should establish a separate system (hard copies and/or electronic files) with proper back-up and security control to store all clients' records including X-ray films

4.5.2. PCFB should be the data owner of the above information.

- 4.5.3. The SP should agree to send the whole set of records either to PCFB or her designated organization, after the termination of the service contract. Transfer of such data should be completed within 2 months after the termination of contract.
- 4.5.4. In all circumstances the SP should strictly comply with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) to ensure that personal data kept are accurate, securely kept and used only for the purpose for which they have been collected. Any person that controls the collection, holding, processing or use of personal data such as the Personal Records should take extra precaution to ensure that the relevant laws on personal data (privacy) and all the codes and guidelines issued by the Privacy Commissioner for Personal Data from time to time are complied with and that effective security measures are adopted to protect personal and sensitive data.
- 4.5.5. All medical records should be kept by the SP during the service period. Destruction / transfer of any medical record without the approval of PCFB is not allowed during or after the contract period.

4.6. Follow-up Actions

- 4.6.1. All clients should receive a medical report / summary (in Chinese) after completion of all examination items
- 4.6.2. The designated doctor should, in the personal consultation, explain to the client clearly in case s/he is diagnosed to have any health problem
- 4.6.3. If a client is suspected to contract Silicosis, and subject to the agreement of the client, s/he should be referred to the Department of Health Chest Clinics for follow-up. S/he should also be encouraged to leave those dusty work processes
- 4.6.4. If a client is diagnosed to have other lung diseases or health problems, and subject to the agreement of the client, the SP should refer him/her to a suitable medical institution for follow-up. However, the client should be reminded that s/he would need to pay all the related fees

4.7. No of targeted clients to be served each year

About 6,000 clients per year and all referrals would be made through PCFB, however PCFB would not guarantee the minimum number of clients to be referred to the SP each year

Part V Other information

5.1. Quality Assurance

A quality assurance system should be designed and implemented so as to ensure high quality of service offered to our clients. Details should be included in the proposal, and the comprehensiveness, feasibility and reliability of the monitoring shall be part of the technical marking criteria. For the lung function laboratory, quality assurance includes the operator competence, the equipment accuracy and standardized operating procedures. Abnormal findings in general examination, CXRs and lung function tests should be managed or referred accordingly. Clinical audits and statistical analyses should form part of the quality assurance.

5.2. Budget

- 5.2.1. The SP should work out a budget for the whole project period (2 years) based on the unit cost of each examination
- 5.2.2. The unit cost should be a lump-sum figure inclusive of all service as described in the above “Medical examination items & specific requirements” section
- 5.2.3. The unit cost should be calculated on every 1,000 examination, i.e from 1-1,000 cases, 1,001-2,000 cases, etc up to 6,000 cases per year and above
- 5.2.4. PCFB would only pay for those cases that have completed the whole examination, and not for those cases who have only completed part of the examination (eg taking CXR only)
- 5.2.5. PCFB would not accept any ‘no-show’ fee to be charged by the SP

5.3. Subcontracting

- 5.3.1. Preference will be given to those Tenderers who could manage to handle all tasks in the programme without sub-contracting any to a third party. However, subcontracting services, like radiology reporting, record management or other services are not prohibited in this Tender.
- 5.3.2. If the Tenderer needs to subcontract any service, she should include the followings information in her Technical Proposal:
- 5.3.3. Items / services to be subcontracted;
 - ◆ Name and detailed information of the subcontractor (s);
 - ◆ Years of cooperation between the Tenderer and the subcontractor(s);
 - ◆ Justifications for choosing the subcontractor(s);

- ◆ Quality control mechanisms; and
 - ◆ Other information as considered appropriate by the Tenderer.
- 5.3.4. Approval of subcontracting and specific subcontractor(s) is at sole discretion of PCFB.
- 5.3.5. Although PCFB will not enter any contractual relationship with subcontractors, she reserves the right to request the Tenderer to do performance and operational audit for the subcontractors. PCFB also reserve the right to arrange audit checks herself to subcontractor(s).
- 5.3.6. During the contract period, if targets to have additional subcontractor(s), SP should seek PCFB approval with justifications prior proceeding. Result subjects to PCFB's final approval.

Part VI Guidelines and requirements of Technical Proposal

6.1. General Requirement

- 6.1.1. A Tenderer shall prepare the Technical Proposal according to the following requirements and provide information and proposal for each item accordingly.
- 6.1.2. The tender proposal shall not be more than 30 pages in A4 size paper for the main body (with margin not less than 25mm and character font size not less than 12). Pages not in the prescribed format may, at the PCFB's sole discretion, not be considered. Pages after the first 30 pages will be disregarded and the content thereof will not be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be subject to the specified page limit.
- 6.1.3. A one or two page executive summary for the proposal;
- 6.1.4. An introduction about the Tenderer and its experience in related services;
- 6.1.5. Name and CV of the responsible physician (limited to a maximum of 2-page each)

6.2. Specific Requirement

Proposed programme details, including but not limited to the followings:

- 6.2.1. Proposed assessment package(s) to be used;
- 6.2.2. Proposed location(s) for doing the medical examinations
- 6.2.3. Detailed descriptions of various parts in the whole programme such as

- 6.2.3.1. A detailed Flow chart showing work flows and actions taken in each phase;
- 6.2.3.2. Proposed job duties of all participating parties;
- 6.2.3.3. Proposed operational procedures e.g., consultation mode; estimated time for completion of examination; equipment for examination, service days and hours, number of cases can be handled in terms of full day/ only after 18:00/ Sunday and public holidays, etc.
- 6.2.4. Proposed subcontracting item(s) and agents(s) (if applicable);
- 6.2.5. Data record and protection measures;
- 6.2.6. Quality assurance measures; and
- 6.2.7. Others information as considered applicable.
- 6.2.8. Appendices to be included (optional)
- 6.2.9. Specifications of the assessment items;
- 6.2.10. Specifications / copy of other assessment tools, for example questionnaire;
- 6.2.11. Suggested report format (for different reports) to be provided to patient; and
- 6.2.12. Details of the value-added services and additional fee, if applicable.

6.3. Compliance with the Personal Data Privacy Ordinance (PDPO)

- 6.3.1. For inclusion of any personal data in the technical proposal, for example the CVs of the responsible physician, the Tenderers must ensure that the concerned personnel have explicitly given consents allowing transfer of the personal data from the Tenderer to PCFB.
- 6.3.2. PCFB will not hold any responsibility of breaching PDPO during the Tender process.

Part VII Guidelines and requirements of Price Proposal

7.1. Submissions

- 7.1.1. Tenderers should submit an all-inclusive package cost for ALL the services provided for each client.
- 7.1.2. Unit cost per 1,000 clients up to 6,000 per year and above.
- 7.1.3. The quotation should be made valid during the whole contract period

7.2. Note

The above descriptions just provide a general guideline to the Tenderer. In the price proposal, Tenderers should include details of each package together with an **all-inclusive package cost**. Breakdown cost could be supplemented if the Tenders find it useful.

Part VIII Requirements for Tender submission and Tender closing date

Each completed Tender with all documents and information required, must be submitted in the following manner; and be placed and sealed in two separate envelopes in which –

- 8.1. The Technical Proposal with all documents and information required should be submitted in TRIPLICATE together with one softcopy (in Microsoft Word format saved in a compact disc). These should be placed and sealed in one envelope. The envelop should be marked “Tender Submission: **MSP Technical**”; and
- 8.2. The Price Proposal in TRIPLICATE should be placed and sealed in another envelope marked “Tender Submission: **MSP Price**”.
- 8.3. In the event of any discrepancy between the soft copy and the hard copy of any tender submission, unless the PCFB wishes to seek clarification, the hard copy will prevail.
- 8.4. All Tenders must be addressed to Mr. Ricky Law, Secretary General and deposited in the PCFB Secretariat Tender Box situated on 15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, Hong Kong before 16:00 noon on 27 October 2017, the Tender Closing Date. Late tenders will NOT be considered. Tenders submitted by post, e-mail or facsimile will also NOT be considered.
- 8.5. In case a black rainstorm warning signal or tropical cyclone warning signal No. 8 or above is hoisted at any time between 9:00 am and 12:00 noon on the Tender Closing Date, the tender closing time will be postponed to 12:00 noon on the first Working Day after the black rainstorm warning signal has ceased to be in effect or the tropical cyclone warning signal No. 8 is lowered.
- 8.6. In the event of a Tenderer discovering an error in its Tender after it has been

submitted, an amendment to the Tender may be submitted provided that the amendment is submitted before the Tender Closing Date.

8.7. All Tender documents will not be returned to the Tenderers.

8.8. Tender closing date: 27 October 2017

Part IX Assessment and Tender award

9.1. Assessment

9.1.1. Assessment will be done in two separate parts as below:

- (i) Technical assessment
- (ii) Price assessment

9.1.2. A weighting of 70% : 30% will be assigned to the Technical Proposal and Price Proposal.

9.2. Assessment Panel

This Tender exercise is steered and assessed by the Assessment Panel of PCFB.

9.3. Other conditions

9.3.1. PCFB does not bind herself to accept the lowest price Tender or any Tender, and reserves the right to negotiate with any Tenderer about the terms of the offer.

9.3.2. PCFB reserves the right to reject any or all of the Tenders.

9.3.3. PCFB will not disclose the fee or any information to a third party.

9.3.4. PCFB's decision will be final. All information related to the selection such as scores and comments will be treated confidential.

9.3.5. PCFB reserves the right to grant similar contracts to more than one SPs at the same period of time. (not necessarily at the same price)

9.4. Notice of Tender Result

PCFB will notify all Tenderers by writing the results latest in November 2017

9.5. Contract commencement date

(Subject to mutual agreement and to be confirmed by PCFB)

Part X Supplementary Information

10.1. Addendum

PCFB may issue addendum to the terms and conditions set out in the Tender Documents before or after the Tender Closing Date. If such addendum is issued after the Tender Closing Date, Tenderers may be asked to confirm compliance with the addendum, failing which their tenders may be disqualified.

10.2. Documents of Tenderers

PCFB is not obliged to return any tender submissions to the Tenderers and documents submitted by unsuccessful Tenderers may be destroyed not less than three months after the Contract Commencement Date.

10.3. Prevention of Bribery

Tenderer's attention is drawn to the Prevention of Bribery Ordinance (Cap. 201) in particular section 4 where it is provided, inter alia but without limitation, that any person, whether in Hong Kong or elsewhere, without lawful authority or reasonable excuse, offers any advantage to a public servant as an inducement to or reward for or otherwise on account of that public servant's assisting or favouring any person in the transaction of any business with a public body shall be guilty of an offence. Any contravention by a Tenderer of the Prevention of Bribery Ordinance (Cap. 201) will, without prejudice to other rights and claims of PCFB against the Tenderer arising from such contravention, entitle PCFB to disqualify its tender.

10.4. Disclaimer

All information, statistics, forecasts and projections provided by PCFB in connection with this invitation to tender (including those set out in the Tender Documents) (collectively "Information") are for reference only. PCFB gives no warranty, representation or undertaking as to their accuracy, reliability or completeness. PCFB accepts no liability whatsoever for (a) the accuracy, completeness or reliability or otherwise of any such Information; (b) any claim, legal proceeding, liability, loss (including any direct or indirect loss, and any loss of revenue, profit, business, contract or anticipated savings) or damage (including any Terms of Tender direct, special, indirect or consequential damage of any nature whatsoever); and (c) any increased costs and expenses, which any Tenderer or any other person may sustain or incur, arising from its reliance on any Information.

10.5. Anti-collusion

10.5.1 By submitting a tender, the Tenderer represents and warrants that in

relation to the Tender –

- (a) It has not communicated and will not communicate to any person other than PCFB the amount of any price submitted in its tender;
- (b) It has not fixed and will not fix the amount of any price submitted in its tender by arrangement with any person;
- (c) It has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
- (d) It has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

10.5.2 In the event that the Tenderer is in breach of any of the representations and / or warranties in Clause 10.5 herein, PCFB shall be entitled to, without compensation to any person or liability on the part of PCFB –

- (a) Reject the tender;
- (b) If PCFB has accepted the tender, withdraw its acceptance of the tender;
or
- (c) If PCFB has entered into the Contract with the Tenderer, terminate the Contract.

10.5.3 The Tenderer shall indemnify and keep indemnified PCFB against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/ or warranties in Clause 10.5.1

10.5.4 Any breach of any of the representations and / or warranties in Clause 10.5.1 above by the Tenderer may prejudice the Tenderer's future standing as a PCFB contractor.

10.5.5 Clause 10.5.1 shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of tender submission.

10.5.6 The rights of PCFB under Clauses 10.5.2 to 10.5.4 above are in addition to and Terms of Tender without prejudice to any other rights or remedies available to it against the Tenderer.

Part XI Express Of Interest (EOI) session and enquiries

- An EOI session will be held 16 October 2017. Details as below:
 - Date: 16 October 2017 (Monday)
 - Time: 15:00 - 16:00
 - Venue: PCFB Office
15/F Nam Wo Hong Building
148 Wing Lok Street
Sheung Wan Hong Kong

- Intended Tenderers can register no more than two representatives for the briefing session. Tenderers who wish to attend the briefing session are requested to call Ms Bonnie LO at 3578 8119 on or before 5:00 pm on 13 October 2017 (Friday) for reserving the seats. PCFB reserves the right to reject any persons to attend the session if s/he has not made the reservation before.

- During the session, PCFB's representatives will clarify any enquiries Tenderers may have on the Tender Document.

Enquiries

Mr Trophy MAK

Manager, Prevention and Rehabilitation

Tel: 3578 8109

E-mail: tromak@pcfb.org.hk

Or

Ms Iris CHAN

Head, Prevention, Rehabilitation and Research

Tel: 3578 8121

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