



By email only

Our Ref. : SWD/T003/2014
Tel. No. : 2892 5172
Fax No. : 2833 5840

10 December 2014

Mr. Cosmo Beatson
Executive Director
Vision First
5/F, 102 First Street,
Sai Ying Pun,
Hong Kong
(Email: cosmo@vfnw.org)

Dear Mr. Beatson,

Tender Reference: SWD/T003/2014
Reply to Enquiries on Invitation to Tender for
Provision of Assistance for Non-refoulement Claimants

Thank you for your email of 3 December 2014 on the captioned subject.
Please see below replies to your enquiries:-

Q.1 Is it acceptable for service users to be settled in illegal structures (unauthorized works are generally investigated and 'purged' by the Lands Department), and if so will SWD provide an indemnification letter to the contractors?

A.1 As stipulated in Clause 5.1(a) of the Service Specifications, the Contractor shall have means to monitor the living condition of the Service Users such as conducting spot checks and home visits to the accommodation to ensure the safety and hygiene condition of the accommodation. While the Contractor shall handle emergency relocation of Service Users if the accommodation is found to be not suitable, there may be a persuasion process as some Service Users are initially unwilling to move out from the accommodation identified by themselves.

Q.2 Are the contractors allowed to implement mixed distribution strategies of coupons / food in different geographies? In such case what measures will SWD implement to prevent refugees being blamed in the public eye from seemingly taking advantage of benefits by moving from one area to another (i.e. coupons over food)?

- A.2 According to Clause 5.1(b) of the Service Specifications, the Contractor shall provide each Service User with food of different varieties and give regard to the nutritious, cultural, religious and other specific needs of each Service User in the form of food coupons that should be non-transferable and non-cashable. For very urgent or needy cases or other Service Users with justifiable needs, the Contractor shall also devise mechanism to provide food in-kinds.”

Food coupons will be the main form of food assistance in all three Regions. There should be no incentive for the Service Users to move from one Region to another because of variation in the form of food assistance.

Within a Region, Service Users will receive the same form of food assistance from the same Contractor. There should be no driving force for the service users to have intra-Region removals.

- Q.3 How will the contractors’ performance be monitored, on which basis and by what means?

- A.3 As stated in Clause 19 of the Terms of Tender, awarded tenderers’ subsequent performance will be monitored. It is also stated in Clause 17 and Clause 18 of the Conditions of Contracts that the Contractor shall at all time during the Contract Term cooperate with the Government Representative for the purpose of conducting service inspection and performance evaluation as well as shall attend all meetings on all matters relating to the performance of its obligations under this Contract. The Contractor’s Obligations are stipulated in Clause 2 of the Conditions of Contract.

2. Kindly note that the PowerPoint and the “Questions and Answers” shared in the tender briefing will be uploaded to the homepage of our Department under “What’s New” from 12 December 2014. For details, please click into this link http://www.swd.gov.hk/en/index/site_whatsnew/

Yours sincerely,



(WONG Kwok-chun, Alex)
for Director of Social Welfare