**Requirement for a Short Term Holding Facility – Harwich Port**

1. **Definitions and abbreviations used in this document:**

The following is a list of the key definitions & abbreviations are used throughout this document.

| **Term** | **Definition** |
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| ACDT | Assessment Care in Detention & Teamwork – the self-harm reduction strategy or the form used in the strategy to manage those at risk. |
| Age Dispute Case | A Detainee who claims to be under 18 years of age but where either their physical appearance very strongly indicates that they are 18 years of age or over, or there is credible documentary evidence that they are 18 years of age or over or a Social Services ‘Merton compliant’ age assessment states that they are 18 years of age or over.  |
| Assisted Voluntary Returnees or AVRs | Persons choosing to leave the United Kingdom voluntarily via the Assisted Voluntary Returns Scheme. This scheme is supported by the Services delivered under the Contract. |
| Assisted Voluntary Returns Scheme | A scheme which is supported by the Services |
| Boarding | The escorting of a Detainee from a Holding Area on to a Craft used to give effect to the Removal Directions issued by the Authority |
| BF | Border Force (Part of the Home Office) |
| C&R | Control and Restraint |
| Caged | Applies to vehicles with a visible form of security such as metal bars or wire. Transportation of children in such vehicles is not permitted without appropriate approval from the Authority. |
| Caldicott Principles | A set of principles to which the NHS works, for the safe handling of personal-identifiable information |
| CCDC | Consultant in Communicable Disease Control (usually work within local Health Protection Units). |
| CCTV | Closed-Circuit Television |
| Child(ren) | Person(s) under the age of 18 subject to examination under the Immigration Act who is accompanied by a Detainee above the age of 18 |
| CIO | Chief Immigration Officer |
| COSHH | Control of Substances Hazardous to Health  |
| CRB | Criminal Records Bureau clearance |
| CTC | Counter Terrorist Check Security Clearance |
| DCO | Detainee Custody Officer as defined in 1999 Act |
| DEPMU | Detainee Escorting and Population Management Unit (United Kingdom) |
| Designated Language(s) | Those languages as directed by the Secretary of State for the translation of specified information provided to Detainees.  |
| Detainee(s) | Person(s) who is/(are) detained in the United Kingdom under Immigration Act powers, includes Children and Unaccompanied Minors |
| Detainee Transferable Document (DTD) | The single file that will follow the Detainee from one establishment to another to the point of Removal, providing a continuous record of information about the Detainee, containing the IS91, IS91 RA Part A, risk assessments, other relevant information on the Detainee and, upon transfer, sealed security and medical files. For each Detainee, either a DTD or a PER will be used. |
| DfT | Department for Transport |
| DSO | Detention Services Order |
| Escort | The activity of transporting a Detainee or group of Detainees from the point of their collection to the point of their delivery at the destination. |
| Escort Staff | Staff provided by the Service Provider and/or Home Office for the purposes of Escorting Services |
| HACCP System | Hazards Analysis and Critical Control Points System |
| HMRC | Her Majesty’s Revenue & Customs |
| IMB | Independent Monitoring Board, which is the committee appointed by the Secretary of State in accordance with Section 152 of the Immigration and Asylum Act 1999 |
| Immigration Advisory Service | Charity providing representation and advice in immigration and asylum law. |
| IO | Immigration Officer |
| IS | Immigration Service – prefix used for forms used during the administration of the BF’s activity. |
| Legal Advisor | Counsel, representative, solicitor or clerk employed to provide legal advice and services to a Detainee |
| LV | Low Voltage |
| MAPPA | Multi-Agency Public Protection Arrangements |
| Minor | Person(s) under the age of 18 detained in the United Kingdom under the Immigration Act. |
| Movement Order | Written document produced by the Authority instructing the Service Provider to carry out a specific Escort requirement. |
| Notifiable Incident | Any incident that requires the Service Provider to report the occurrence and circumstances of the incident to the Authority, in accordance with the criteria set out in incident reporting DSOs.  |
| Official Visit(or)  | Any visitor so notified as such by the Authority |
| Official, Legal or Case Related Visit/Interview | Any visit/interview to a Detainee at the Removal Centre by a Detainee’s legal adviser or representative, or a representative of the Authority, or notified as such by the Authority.  |
| PCC | Physical Control in Care |
| PEEPS | Personal Emergency Evacuation Plans for disabled individuals |
| Services or Escorting Services | Escorting and transportation of a Detainee and overseeing the safe custody and welfare of a Detainee in designated Holding Rooms, Pennine House, in vehicles and on Escort. |
| Service Failures | When the Service Provider has failed to provide the Escorting Services to the Authority. |
| Service Requests | The request for the provision of the Escorting Services. |
| Service User(s) | Persons in receipt of the Escorting Services which may include a Detainee, Escort Staff, Assisted Voluntary Returnees. |
| TSFNP | Time-Served Foreign National Prisoner |
| UKBA | The United Kingdom Border Agency |
| HO Monitor | The Crown servant or servants appointed by the Authority as a Contract Monitor in accordance with section 149(4) of the 1999 Act |
| Unaccompanied Minor(s) | Person(s) under the age of 18 detained in the United Kingdom under the Immigration Act and who is not accompanied by a Detainee above the age of 18 |
| Unavailability Notice | Notification to the Service Provider’s Operational Control Centre that the Service is unavailable when required by the Authority. |
| Use of Force | Incidents where C&R or PST techniques are used by DCOs on Detainees. |
| Visitor(s) | Those persons visiting the STHF (or any part thereof) |

1. Background & Introduction

2.1 Border Force is a professional law enforcement command within the Home Office.

It has approximately 8,000 officers, responsible for securing the UK border and controlling migration at 138 ports and airports across the UK and overseas.

 Border Force contributes to all three of the Home Office strategic objectives:

* + - cut crime
		- reduce immigration
		- prevent terrorism

 Border Force's strategic aim is:

* To secure the United Kingdom's border and promote national prosperity.

 Border Force's strategic objectives are:

* To deter and prevent individuals and goods that would harm the national interest from entering the UK.
* To facilitate the legitimate movement of individuals and trade to and from the UK.
* To protect and collect customs revenues from trade crossing the border.
* To provide excellent service to customers.
* To provide demonstrable effectiveness, efficiency and value for money.
1. Purpose
	1. The purpose of this Procurement is to appoint a Service Provider able to deliver detention and escorting services at the Short Term Holding Facility at Harwich International Port for Immigration detainees. The aims and objectives of the Harwich Holding Room are the provision of a service to manage and supervise detainees in the holding room, including overseeing the welfare of a detainee in the holding room, ensuring that they are provided with suitable and adequate meals and refreshments. Escorting will be within the confines of Harwich International Port only. In addition, to ensure where authorised, the safe transfer of a detainee into the custody of others where detention is maintained, to ensure their safe release, and escorting such persons to the appropriate ship where necessary.
	2. Coverage must be on an ‘as required’ basis, with a 30 minute response time, 7 days a week, 365/366 days a year covering a 24 hour period. This will include the requirement to provide suitably trained staff for detention, escorting and removal onto ferries.
	3. The contract duration for the coverage to be provided will be from 1st June 2018 to 31st May 2021.
2. Background to the Authority
	1. The Home Office is a ministerial department of the Government of the United Kingdom responsible for immigration, security and law & order.
	2. Border Force Central Region are responsible for the issuing of correct detention paperwork, detainee risk assessments, periodic reviews of detained persons, ensuring that the carrier is aware and any carriage arranged, arranging transportation to another detention area if applicable

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* 1. Harwich International Port are responsible for the upkeep of the holding facility, replenishment of consumables and cleaning
	2. Detention Services, employed by the Home office on a national basis are responsible for the removal of detained persons from the Harwich short term holding facility to another detention facility; Police Station; or location as deemed necessary.
1. Location
	* 1. The service will be located at Harwich International Port, Harwich, Essex, CO12 4SX
2. General Service Requirements

6.1 The role of the Service Provider

* + 1. The Service Provider shall ensure the following requirements are in place:
		2. The role of the Independent Monitoring Board
		3. Welfare
		4. Healthcare
		5. Detainees at risk
		6. Children and Unaccompanied Minors
		7. Race relations and religion
		8. Safety and security
		9. Detainee risk assessment on arrival at the Short term holding facility
		10. Use of force
		11. Vehicles
		12. Admission and discharge
		13. Communication
		14. Staffing and personnel
		15. Training
		16. Health and Safety
		17. Fire Prevention

6.2 The role of the Independent Monitoring Board (IMB)

6.2.1 The IMB is a government funded independent body of volunteers, which monitors the maintenance, conditions, administration, facilities, welfare and day-to-day life of Detainees, ensuring that proper standards of care and decency are maintained.

6.2.2 IMB members have unrestricted access to their local Immigration Removal Centres (IRC)’s’ Holding Rooms, and the vehicles used as part of the Escorting Services, at any time. They can talk to any Detainee they wish to, out of the hearing of members of Staff if requested, and where it is safe and practicable to do so.  As such the Service Provider shall co-operate fully with IMB members and provide IMB members with unrestricted access to a Detainee, records, and accommodation and vehicles under its control ensuring that IMB members are made aware of any associated risks when accessing a building or vehicle, or meeting with a Detainee. The Service Provider shall record any advice given to an IMB member on potential risks.

6.2.3 The Service Provider shall provide access to the IMB for all of the operational Services.

6.3 Welfare

6.3.1 The Service Provider agrees and acknowledges that Detainees being placed into detention or being removed from the United Kingdom must be treated with particular care and sensitivity because they may be experiencing custody for the first time or anxieties with regards to having their Removal enforced. The manner in which they are handled could influence their behaviour and attitude for the remainder of the time that they spend in detention or under Escort. At the same time, the Service Provider shall demonstrate an understanding of the status of Detainees.

6.3.2 The Service Provider shall monitor and seek to improve the conditions and welfare for all Detainees in its custody on an ongoing basis, seeking the views of Detainees about conditions, welfare and Services. The Service Provider shall provide the Authority with annual reports prior to each anniversary of the Commencement Date outlining the improvements made, and its proposals for future improvements under consideration.

6.3.3 The Service Provider shall ensure that throughout the time that a Detainee is in the Service Provider’s custody, the details of all events in respect of a Detainee’s welfare are recorded. These shall include but are not limited to offers and provision of food and comfort breaks.

6.3.4 The Service Provider shall ensure that a Detainee is afforded suitable levels of privacy at all times when in Service Provider custody.

6.3.5 The Service Provider shall, in agreement with the Authority, operate and manage an anti-bullying strategy that includes an anti-bullying policy, provides support to victims and, where appropriate and practicable.

6.3.6 The Service Provider shall ensure that suitable arrangements are made for a Detainee with physical disabilities in accordance with the Disability Discrimination Act (1995 and 2005 amendments).

## 6.4 Healthcare

6.4.1 The Service Provider shall ensure that emergency first aid kits, including but not limited to the equipment described in the Detention Service order (DSO)’s, are kept fully stocked and readily accessible.

6.4.2 The Service Provider shall provide first aid for, but not limited to, Detainees, Visitors and Official Visitors, Service Provider Staff, the IMB and Authority staff, where an event that requires first aid treatment occurs in an area that lies within the Service Provider’s responsibility.

6.4.3 The Service Provider shall in the event of a medical emergency immediately summon the attendance of a healthcare professional.

6.4.4 The Service Provider shall ensure that a Detainee, or in the case of a Child and/or Unaccompanied Minor, the parent or the Detainee Custody Officer (DCO) nominated as the Responsible Adult, receives prescribed medication in accordance with instructions given by a healthcare professional.

6.4.5 The Service Provider shall have in place policies and procedures for handling Detainees with medical needs and medication in the possession of a Detainee.

6.4.6 The Service Provider shall have access to medical advice 24 hours per day, 365/6 days per year, which shall include but not be limited to:

a) Advice and guidance for developing medical risk assessments;

b) Advice and guidance for dealing with a Detainee with medical needs; and

c) The appropriateness of medication in the possession of a Detainee.

6.5 Detainees at Risk

6.5.1 The Service Provider shall be responsible for the maintenance of order, control and discipline, and ensuring that the environments under which it operates are safe. In discharging these obligations, the Service Provider shall put in place procedures to identify and support a Detainee at risk of suicide or self-harm in accordance with Assessment Care in Detention & Teamwork (ACDT) requirements and relevant DSOs.

6.5.2 The Service Provider shall develop an anti-self-harm strategy, which shall be submitted to the Authority for comment and approval.

6.5.3 The Service Provider shall appoint a designated individual known as the ACDT Manager who will be responsible for oversight and management of arrangements for a Detainee identified as “at risk”.

6.5.4 The Service Provider shall ensure that a Detainee with a physical and/or a mental disability, or who is considered to be at risk of self-harm is given appropriate special care and attention.

6.5.5 The Service Provider shall ensure that a Detainee at risk of self-harm is identified as “at risk” through the creation of ACDT record and referred to the appropriate ACDT Manager.

6.5.6 The Service Provider shall develop a supporting action plan for each Detainee identified as “at risk”, which shall contain details of the risk assessment and monitoring arrangements, risk management and mitigation processes.

6.5.7 The Service Provider shall ensure that as part of managing those identified as “at risk”, arrangements are in place to maintain the well-being of, and minimise the risk to, other Detainees, Staff and Authority staff.

6.6 Children and Unaccompanied Minors

6.6.1 The Service Provider shall provide a statement during the commencement of its arrangements and policies for the safeguarding and the promotion of the welfare for each Child and Unaccompanied Minor in its care. These arrangements must include the United Kingdom Government’s commitments contained in the “Working together to safeguard children” guidance under the Government’s “Every Child Matters: Change for Children” programme and the BORDER FORCE statutory guidance on making arrangements to safeguard and promote the welfare of children issued under Section 55 of the Borders, Citizenship and Immigration Act 2009.

6.6.2 The Service Provider shall review its Children and Unaccompanied Minors arrangements and policies annually one month prior to each anniversary of the Commencement Date and provide the Authority with the findings of its review within two (2) weeks of its completion. Where the Service Provider proposes changing its arrangements and/or policies as the result of its review, the Service Provider shall consult with the Authority before implementing any of its proposed changes.

6.6.3 The Service Provider shall appoint a Children’s Services Manager who will be responsible for managing all the arrangements for safeguarding the welfare of Children and Unaccompanied Minors.

6.6.4 The Service Provider shall ensure that all Service Provider Staff who as part of their duties that will come into contact with Children and/or Unaccompanied Minors will be in possession of a current CRB clearance, including Independent Safeguarding Authority approval which may be requested and inspected by a Border Force Senior Officer

6.6.5 The Service Provider shall ensure that Staff who have contact with Children and/or Unaccompanied Minors behave professionally and in an age-appropriate fashion, and in doing so that they can support the welfare of the Children and Unaccompanied Minors with minimum conflict and/or anxiety.

6.6.6 The Service Provider shall ensure that there is positive engagement with Children and Unaccompanied Minors rather than passive monitoring.

6.6.7 The Service Provider shall train all Staff, prior to commencement of the Contract, who as part of their duties will come into contact with Children and Unaccompanied Minors. The training shall include PCC and Child Protection Procedures.

6.6.8 The Service Provider shall ensure that no Child is separated from any member of their family unit unless otherwise directed by the Authority, or the Service Provider’s risk assessment indicates that it is necessary to ensure the safety and security of the Child and/or their family members, and this is authorised by the Authority.

6.6.9 The Service Provider shall have in place arrangements to ensure that every Unaccompanied Minor and every Child who is temporarily parted, for whatever reason, from their parent(s)/ legal guardian(s), is appropriately cared for.

6.6.10 The Service Provider shall ensure each Child and Unaccompanied Minor has the opportunity to engage in enjoyable activities which entertain them and occupy them during the time that they are under the care of the Service Provider.

6.6.11 The Service Provider shall ensure that, wherever possible, Children and their families and/or Unaccompanied Minors are given priority whilst in the Service Provider’s custody.

6.6.12 The Service Provider shall ensure that for any incident where a Child or Unaccompanied Minor is present, their presence is identified and recorded, the incident reported to the Authority, and where appropriate the receiving custodian is advised.

6.7 Race Relations and Religion

6.7.1 The Service Provider shall appoint a Race Relations Manager whose role will be to investigate and assist in the monitoring of all complaints of alleged racial discrimination and their outcomes

6.7.2 The Service Provider shall develop a Race Relations Policy in respect of Detainees, obtain the Authority’s approval for it, and implement it, ensuring it is updated annually prior to each anniversary of the Commencement Date, or as required by changes in Legislation or other factors as agreed with the Authority.

6.7.3 The Service Provider shall ensure that no material of a racial, sexual or political nature is carried or displayed in or on any part of a vehicle being used by the Service Provider in delivering the Services, nor displayed nor held at any accommodation under the Service Provider’s control.

6.7.4 The Service Provider shall ensure that information on race relations policy and practice is readily available to Staff, Detainees, Visitors and Official Visitors.

6.8 Safety and Security

6.8.1 The Service Provider shall ensure that at all times its safety and security arrangements, including those for transportation, are provided with no more restrictions than are necessary to maintain safe custody and good order.

6.8.2 The Service Provider shall put in place security and control arrangements sufficient to prevent escapes, other security breaches and to maintain order and control.

6.8.3 The Service Provider shall appoint a designated individual who will be responsible for the oversight and management of all aspects of security for the Services.

6.8.4 The Service Provider shall put in place procedures that ensure that the condition of areas and vehicles under its control are of a sufficient standard and are regularly maintained and monitored in a manner to prevent the death or injury of a Detainee, prevent escapes, deaths in custody and to maintain order and the integrity of its security and control procedures.

6.8.5 In maintaining safe custody and good order, the Service Provider shall maintain regular contact with a Detainee, taking full account of a Detainee’s religious and cultural needs where possible.

6.8.6 The Service Provider shall ensure its Staff does not disclose confidential and/or sensitive information gained in the course of carrying out duties to any unauthorised third party.

6.8.7 The Service Provider shall agree procedures with the Authority for the gathering of security information and for passing security information to the Authority’s Intelligence Team.

6.8.8 The Service Provider shall not permit the bringing in, or possession of items, illegal, unauthorised or otherwise, considered a threat to the security, safety or the maintenance of discipline and good order.

6.8.9 The Service Provider shall make arrangements for the searching of individuals and their possessions who are in, or prior to being taken into, the custody of the Service Provider in order to ensure they are not in possession of items, illegal, unauthorised or otherwise, considered a threat to the security, safety or the maintenance of discipline and good order.

6.8.10 The Service Provider shall make arrangements for the searching of those who require access to a Detainee in the Service Provider’s custody or places, including vehicles, under the control of the Service Provider in order to ensure they do not bring in or are in possession of items, illegal, unauthorised or otherwise, considered a threat to the security, safety or the maintenance of discipline and good order.

6.8.11 The Service Provider when searching a Detainee shall ensure its Staff complies with the searching rules laid out in the relevant DSOs.

6.8.12 The Service Provider shall confiscate any material or items that are unlawful or in the Service Provider’s view would likely be a threat to security or incite disruptive behaviour. The Service Provider shall record details of the confiscated material or items and shall make arrangements to deal with the material or items as agreed with the Authority.

6.8.13 The Service Provider shall put in place arrangements to search any places or vehicles under its control prior to occupation and/or re-occupation, and conduct additional searches as required, or as directed by the Authority.

6.8.14 The Service Provider shall ensure that a Detainee can be easily identified from others who are not detained, e.g. Authority staff, Visitors.

6.8.15 The Service Provider shall comply with the DSOs regarding Multi-Agency Public Protection Arrangements (MAPPA)

6.8.16 Where during the provision of the Services, the Service Provider identifies a Detainee subject to MAPPA, the Service Provider shall immediately advise the Authority and the BORDER FORCE Monitor.

6.8.17 The Service Provider shall ensure that all equipment used in performing the Services is tested and maintained regularly to ensure that it is adequate for the purpose.

6.9 Detainee Risk Assessment

6.9.1 The Service Provider shall hold, maintain and update risk assessment procedures which shall be implemented immediately once agreed by the Authority. These should be produced to the Agency for a review annually, prior to each anniversary of the Commencement Date.

6.9.2 The Service Provider shall on receipt of information from the Authority on a Detainee, undertake a risk assessment. The risk assessment shall be recorded on the relevant documentation, which may include the Detainee Transferable Document (DTD), Person Escort Record (PER) and/or Movement Order.

6.9.3 The Service Provider shall ensure that all the information received on a Detainee is sufficient and accurate for the efficient delivery of the Services, seeking clarification from the Authority where required.

6.9.4 In order to ensure safety, security and welfare, the Service Provider shall carry out dynamic risk assessments during the undertaking of all the Services.

6.9.5 The Service Provider shall ensure all risk mitigation steps as identified in the risk assessments are taken to ensure safety, security and welfare in the undertaking of all the Services.

6.9.6 In the event of indiscipline of a Detainee and/or third party, the Service Provider shall deal with the indiscipline as appropriate, record the details of the incident and advise the Authority and the custodian with subsequent responsibility for the Detainee.

6.10 Use of Force

6.10.1 The Service Provider shall ensure that where control and restraint procedures are used, they are those approved by the Prison Service.

6.10.2 The Service Provider shall ensure that where possible, in the event of force being used, the incident is recorded on video or CCTV with audio capability which is installed in the Holding Facility

6.10.3 The Service Provider shall ensure that where any use of force is recorded on a video or CCTV system with audio capability which is in the Service Provider’s control, it is securely retained for a minimum of four (4) months from the incident.

6.10.4 The Service Provider shall ensure that force is proportional and used:

* only when necessary to search a Detainee;
* to keep a Detainee in custody, to prevent violence;
* to prevent destruction of the property of the Service Provider or of others; and
* to prevent Detainees from seeking to prevent their own Removal physically or physically interfering with the lawful Removal of another Detainee.

6.10.5 The Service Provider shall ensure that all force used by the Service Provider is reasonable in the circumstances. Reasonable force includes the application of restraints, where such restraint is proportionate and is the minimum necessary to ensure continued detention and safe Removal. If aids to restraint are used as part of use of force this must be in accordance with the relevant DSOs.

6.10.6 Under no circumstances shall the Service Provider use any form of head or mouth restraint on a Detainee.

6.10.7 The Service Provider shall not use force on a Child or Unaccompanied Minor unless prior authority has been provided by an Authority named representative or where it is required to protect from harm the individual, a member of the public or property.

6.10.8 In the event of force being used the Service Provider shall ensure that:

a) The incident is recorded in the Service Provider’s central log of incidents involving the use of force;

b) ‘Use of Force’ reports are completed by all members of Staff involved in the incident, setting out all the material facts relating to it; and

c) The Border Force Senior Officer is provided with copies of the ‘Use of Force’ reports within 24 hours of the incident or on return of Escort Staff to the United Kingdom.

In the event of force being used where there is no medical escort the Service Provider shall advise the next custodian of the incident and request in writing that the Detainee is medically examined within 24 hours.

6.11 Vehicles

6.11.1 The Service Provider will not be required to provide nor deploy Vehicles in this contract, as all escorting will be within the Passenger Terminal, or recognised walkways to the ships, at Harwich International Port.

6.12 Admission and Discharge

6.12.1 The Service Provider shall ensure that it admits and discharges a Detainee into and from its custody in a safe, secure, humane and efficient manner.

6.12.2 The Service Provider shall provide an admission and discharge system that contains time of arrival and time of removal; a Detainee’s personal details and a Detainee’s individual needs. In recording the details the Service Provider shall ensure that the Detainee’s dignity and privacy are maintained.

6.12.3 The Service Provider shall ensure that the admission and discharge system details the Staff member who admitted or discharged the Detainee into or from the Service Provider’s custody.

6.12.4 The Service Provider shall co-operate with, without limitation, the Authority, IRC service providers, Detention and Removal Centre contractors, the Police, the Prison Service and foreign Governments and their Agencies in order to ensure the safe admission and discharge of a Detainee into and out of Service Provider custody.

6.12.5 Prior to admitting a Detainee into custody, the Service Provider shall seek and obtain from the previous custodian all necessary documents relating to a Detainee’s custody and healthcare to enable the Services to be carried out and a Detainee’s welfare needs to be met.

6.12.6 The Service Provider shall ensure that any information concerning the welfare of any Child or Unaccompanied Minor is sought and obtained from the previous custodian.

6.12.7 The Service Provider shall check all documents relating to a Detainee’s custody and welfare prior to accepting an individual into its custody. The check shall include without limitation, checking that the Detainee is the individual named on the Detention order, confirming accuracy and completeness of the records and in the case of the detainee’s transferable document (DTD) ensuring that the back cover of the DTD is completed correctly and confirming that the DTD is complete. Documents checked may include, but are not limited to, the following:

a) Detention order;

b) Movement Order;

c) Deportation order;

d) DTD;

e) PER; and

f) Associated paperwork.

6.12.8 In the event that the transfer documents are found not to be in order the Service Provider shall consult with the Authority to seek advice on the necessary remedial arrangements.

6.12.9 When a Detainee is admitted or discharged, the Service Provider shall ensure that the Detainee is not in the possession of any property which may present a security, safety or control risk.

6.12.10 Prior to accepting a Detainee into its custody, the Service Provider shall ensure a Detainee is searched in line with procedures agreed with the Authority. The search procedures shall include, but are not limited to, searching a Detainee and a search of a Detainee’s property.

6.12.11 The Service Provider shall record details of a Detainee’s property, the details of which shall be confirmed by the Detainee.

6.12.12 The Service Provider shall, upon first admission into custody, undertake a written risk assessment of a Detainee.

6.12.13 When the Service Provider takes custody of a Detainee, and there are visible injuries or the Detainee complains of an injury prior to the transfer of custody, the Service Provider shall deal with the injury as appropriate and record in writing full details of the injury and/or complaint.

6.12.14 The Service Provider shall, upon first admission into custody, advise the Detainee of the admission process and the facilities available to them.

6.12.15 Whilst a Detainee is in the custody of the Service Provider, the Service Provider shall undertake regular reviews of the risk assessment of the Detainee, and respond to any changes, which shall be recorded on the Detainee’s risk assessment in accordance with the relevant DSOs.

6.12.16 The Service Provider shall notify the Authority of any risk that could change a Detainee’s special needs status.

6.12.17 When directed by the Authority to transfer a Detainee into the custody of another party, the Service Provider shall ensure the safe transfer of custody to the other party. The transfer of custody arrangements shall include the safe transfer of a Detainee’s property, money, valuables, sealed medical records, any prescribed medicines belonging to the Detainee and complete and up to date Detainee records, including but not limited to DTD, risk assessment, personal circumstances and special needs, that are in the possession of the Service Provider at the time of transfer. The Service Provider shall obtain written acknowledgement of receipt from the next custodian.

6.12.18 Where directed by the Authority to discharge a Detainee into the custody of another custodian and the Detainee has been identified as having special needs or other particular personal circumstances, the Service Provider shall ensure that this information is communicated in writing to the other party assuming custody.

6.12.19 When directed by the Authority to release a Detainee, the Service Provider shall immediately release the Detainee from Service Provider custody as soon as it is practical. The release arrangements shall include returning to the Detainee his property and relevant personal documents as advised by the Authority.

6.12.20 After a Detainee has left the Service Provider’s custody the Service Provider shall make arrangements to deal with Detainee records and other related documents as agreed with the Authority, which may include sending documents to nominated locations and/or secure storage of documents pending agreement on where they will be sent.

6.12.21 The Service Provider shall within three (3) days of the Removal of a Detainee from the United Kingdom or the release of a Detainee submit all charges and Detention form (IS91) to the Border Force Admin section Harwich International Port who will process and forward onto the Authority’s Detention Cost Recovery Unit (DCRU) in Croydon, the Authority’s “Authority to Detain Form (IS91)”.

6.13 Communication

6.13.1 The Service Provider shall ensure that any communication between a Detainee and its Staff is understood, which may include but not be limited to the provision of a facility for telephone translation.

6.13.2 The Service Provider shall ensure that any information relating to the provision of the Services or advice by the Service Provider that will be supplied to or viewed by a Detainee is agreed with the Authority.

6.13.3 Where the Service Provider is required to provide signage, the Service Provider shall ensure it can be clearly understood by a Detainee.

6.14 Staffing and Personnel

6.14.1 The Service Provider shall ensure that all their staff are familiar with and embrace both the Home Office and the Border Force corporate values.

6.14.2 The Service Provider shall ensure that all Staff (or persons under their control) are made aware of and implement all relevant standards, legislation, policies and requirements of the Authority, including any subsequent changes thereto.

6.14.4 The Service Provider shall provide adequate supervisory Staff (or persons under their control) to ensure delivery of the Services.

6.14.5 The Service Provider will ensure that all Staff engaged as DCOs are accredited in accordance with the Section 154 of 1999 Immigration & Asylum Act.

6.14.6 The Service Provider shall provide a dedicated point of contact for the Authority with overall responsibility for the Services. This point of contact shall be available to the Authority 24 hours per day, 365/6 days per year, and shall have access to the highest levels of the Service Provider’s senior management.

6.14.7 The Service Provider shall use reasonable endeavours to recruit a diverse workforce.

6.14.8 The Service Provider shall provide details of Staff salary packages, including any receipt of work associated benefits, when requested by the Authority.

6.14.9 The Service Provider shall ensure as a minimum that all Staff positions and roles will be designated as requiring Corporate Security Directorate (CSD) baseline Standard.

6.14.10 The Service Provider shall obtain at the Service Provider expense all necessary security clearances for its Staff prior to the Commencement Date or prior to undertaking the Services for Staff engaged after the Commencement Date.

6.14.11 The Service Provider shall ensure that all Staff is in receipt of CRB clearance, which shall include enhanced clearance where Staff may come into contact with any Detainee as part of their duties.

6.14.12 The Service Provider shall ensure that all Staff who handle personal data relating to a Detainee and/or the Authority’s staff and/or its agents, are in possession of the requisite security clearance in accordance with the Authority’s security policy.

6.14.13 The Service Provider shall develop and agree with the Authority, a code of conduct for its Staff, which shall include ensuring its Staff behaves in an appropriate and professional manner at all times and no member of Staff shall act deliberately in a manner calculated to provoke a Detainee.

6.14.14 The Service Provider shall ensure its Staff maintains an appropriate standard of personal hygiene commensurate with their allocated tasks while carrying out the Services.

6.14.15 The Service Provider shall ensure its Staff complies with all site rules and regulations when on Authority premises and/or other locations when delivering the Services.

6.14.16 The Service Provider shall ensure that all DCOs wear clothing appropriate to the particular function they are engaged upon when on duty as agreed by the Authority. In most cases the wearing of a uniform is required.

6.14.17 The Service Provider shall submit its proposals for uniforms prior to commencement of the Contract to the Authority.

6.14.18 The Service Provider shall ensure that the wearing of agreed clothing includes for the DCOs when on duty the display of the Authority’s Accreditation Team badges, which shall be visible and identifiable at all times.

6.14.19 The Service Provider shall put in place procedures to ensure that all Staff has the appropriate skills, qualifications and experience to meet the requirements of their employment.

6.14.20 The Service Provider shall ensure that all working arrangements are compliant with relevant working time and health and safety legislation.

6.14.21 The Service Provider shall inform the Authority of any senior management changes that relate to the running of the Short term holding facility

6.14.22 The Service Provider shall not seek to induce Authority staff into its employ.

6.14.23 The Service Provider shall advise the Authority of all weekly management duty rosters no less than two (2) weeks before the commencement of the first duty detailed on the weekly duty roster, including details of the senior responsible manager.

6.15 Training

6.15.1 The Service Provider shall ensure that its Staff and those employed by their Sub-contractors are suitably qualified, trained and experienced and receive or are in receipt of the necessary training in order to satisfy the Authority’s requirements by the award of contract. The training shall include, but is not limited to the following:

a) ACDT training;

b) Control and restraint training.

c) Security awareness, practice and procedures – which shall include the identification and reporting of potential, planned or actual security breaches, and how to access information about such potential, planned or actual security breaches whenever necessary;

d) Child protection and safeguarding children;

e) Anti-bullying;

f) First aid;

g) PCC;

h) Data protection and information management;

i) Cultural awareness, diversity and race relations;

j) Pro-active Detainee engagement;

k) The procedures for a Detainee to make complaints;

l) The use of the DTD, PER and Movement Orders;

m) Searching procedures and associated recording of property, money or valuables belonging to a Detainee;

n) Safe storage of property, money or valuables belonging to a Detainee;

o) Food handling procedures in accordance with relevant food safety legislation;

p) Fire and evacuation procedures;

q) Providing relevant information and/or advice to a Detainee;

r) Health and safety; and

s) Report writing.

6.15.2 The Service Provider shall ensure that any training in control and restraint techniques is either purchased from the Prison Service or provided by control and restraint instructors holding current licences from the Prison Service.

6.15.3 The Service Provider shall ensure that only personnel currently trained and properly qualified in control and restraint procedures shall be allowed to use them.

6.15.4 The Service Provider shall, ensure that all its senior and operational management Staff are familiar with the principles of the Authority’s incident control arrangements and structures.

6.15.5 The Service Provider shall implement a programme of refresher training for its Staff to cover without limitation, the following:

a) Control and restraint;

b) Anti-bullying;

c) Child protection and safeguarding children;

d) Cultural awareness;

e) First aid; and

f) PCC.

6.15.6 The Service Provider shall maintain appropriate personal training records for Staff.

6.15.7 The Service Provider shall make available to the Authority all training records which shall identify the names of Staff having undertaken training, the date of training, the level of standard achieved, qualification obtained, length of qualification and planned training.

6.16 Health and Safety

6.16.1 The Service Provider shall comply with the Health and Safety at Work Act 1974 and all other relevant legislation.

6.16.2 The Service Provider shall nominate a Health and Safety Officer.

6.16.3 The Service Provider shall establish a Health and Safety Committee with sufficient representatives to cover all Services and locations.

6.16.4 The Service Provider shall ensure that local Health and Safety policies are in place; which shall include but are not limited to:

1. Risk assessment procedures;

b) The creation of procedures for the reporting and investigation of Health and Safety issues;

c) The development of comprehensive safe systems of work for all activities undertaken by the Service Provider; and

d) The development of liaison procedures to maintain engagement with, but not limited to:

• The Health and Safety Executive; and

• Local Environmental Health Officers.

6.16.5 The Service Provider’s Health and Safety policies shall take full account of its Staff, Detainees, Visitors and others that may come into contact with the Service Provider as part of its responsibilities, and shall ensure that they are made aware of health and safety information for the relevant locations and/or tasks.

6.16.6 The Service Provider shall ensure its Staff has access to appropriate Personal Protective Equipment (PPE), and this is worn as necessary.

6.16.7 The Service Provider shall provide sufficient body armour for Staff undertaking Escort duties where the Service Provider’s risk assessment indicates that it is necessary.

6.16.8 The Service Provider shall ensure that Escort Staff provided with body armour are trained in its use.

6.16.9 The Service Provider shall develop and enforce a policy ensuring compliance with the relevant smoking legislation in place.

6.17 Fire Prevention

6.17.1 The Service Provider shall provide an environment in which people and property are, as far as is reasonably practicable, protected from fire and its effects and shall comply in full with the RRFSO 2005.

1. **SCOPE OF HOLDING ROOM SERVICES**

7.1 Summary of the Holding Room Services

7.1.1 Border Force officials have the power to detain individuals under the Immigration Act 1971, Section 16, at designated places as defined in the Immigration (Places of Detention) Direction 2008, for periods as defined. Harwich International Ports Holding Room constitutes one of these designated places of detention.

7.1.2 A Holding Room facility serves a number of purposes for the Border Force, including further investigation by Border Force Officers to satisfy themselves that an individual qualifies for entry, temporary detention pending transfer to a long term holding facility, or to removal and/or, in limited circumstances, a short-term holding arrangement.

7.1.3 As part of their responsibilities the Service Provider will be required to manage and supervise Detainees in the Holding Rooms, including overseeing the welfare of a Detainee detained in the Holding Rooms, ensuring that a Detainee is provided with suitable meals and refreshments with a small stock of available ready meals. Facilities for warming and keeping food cool will be provided. In addition, the Service Provider will be required to ensure, where authorised, the safe transfer of a Detainee into the custody of others where detention is maintained, or to ensure their safe release.

7.1.4 The accommodation that is used to provide Holding Room facilities at Harwich International Port (Port of Entry) is provided by the Port Operator under Section 25 of the 1999 Immigration Act, and therefore the facilities management arrangements are provided by the Port Operator. The Service Provider will be required to advise and assist in facilitating either the Port Operator or the Authority as appropriate where the Holding Rooms facilities do not meet agreed standards, are unsafe or present a risk to health and safety. Where the matter remains unresolved the Service Provider will be expected to liaise with the Authority and Port Authority where appropriate to seek resolution.

7.1.5 Notwithstanding, the requirements set out in 6.1.4 do not remove the Service Provider’s obligation to ensure that the Holding Rooms are kept generally clean and presentable at all times.

1. **OPERATIONAL REQUIREMENTS**
	1. Welfare

8.1.1 The Service Provider shall regularly check, as a minimum every hour (and fifteen minutes for Children and Unaccompanied Minors), the presence and wellbeing of each Detainee in the Holding Rooms, take action to resolve or mitigate any issues or concerns and record the issues, concerns and action taken.

8.1.2 The Service Provider shall display information in the Holding Rooms in the Designated Languages which as a minimum shall include advice on the Holding Room facilities, fire and evacuation procedures, complaint procedures and the role of the IMB in locations where the IMB applies.

The Service Provider shall ensure that in each Holding Room the following are made available:

a) A variety of reading material should be available including daily newspapers and

b) Copies of any other relevant publications, as required by Border Force.

8.1.3 The Service Provider shall ensure that a Detainee has access to the following free of charge:

a) Drinking water at all times;

b) Toilet facilities at all times;

c) Basic hygiene and toiletry supplies (including but not limited to soap, toothbrush, toothpaste, comb and face flannel) on request;

d) Female sanitary protection available within the Holding Room facility on a self-service basis;

e) Nappies, potties and baby changing facilities as necessary;

f) Clean blankets, pillows and pillow cases at any time whilst in the Holding Rooms; and

g) Items to facilitate positive engagement with Children and Unaccompanied Minors.

8.2 Staffing and Personnel

8.2.1 The Service Provider shall ensure local on-call arrangements are in place, including but not limited to providing an on-call Duty Manager for the Services who will have direct access to Service Provider Senior Management in the event of incidents and other significant Service failures and/or issues.

8.2.2 The Service Provider shall ensure that the working arrangements are in place for DCOs and Managers to maximise the opportunities for maintaining Staff contact with each Detainee.

8.2.3 The Service Provider shall ensure that it has in place all necessary insurances and passes in respect of the Staff employed in delivering the Services, including but not limited to dockside areas.

8.2.4 The Service Provider shall ensure that there is full compliance with relevant DfT requirements and those of the relevant Port Operator with regards to working and operating dockside.

8.2.5 The Service Provider shall ensure that its Staff abide by the port regulations, port security and relevant by-laws.

8.3 Race Relations and Religion

8.3.1 The Service Provider shall ensure that a Detainee is able, if he/she so wishes, to practice his/her religious faith in order to meet his/her spiritual needs as far as practicable. This shall include making appropriate arrangements for pastoral care, prayer and religious observance ( to include but not limited to for example the provision of a Bible, Koran, and prayer mat).

8.4 Safety and Security

8.4.1 The Service Provider shall ensure that the Authority and accommodation provider are immediately notified of any matters of concern regarding the integrity of physical security systems and arrangements.

8.4.2 Where CCTV is provided in a Holding Room, the Service Provider shall ensure that any fault with the system is immediately reported to the Authority, the Port Operator or other accommodation provider as appropriate.

8.5 Healthcare

8.5.1 The Service Provider may in the case of a medical emergency remove a Detainee from a Holding Room without the written instructions of the Authority, but the Service Provider shall immediately notify the Authority verbally, and in writing within 24 hours of the incident.

8.5.2 Where a Detainee becomes unwell whilst in the Service Provider’s custody or in the event of a medical emergency, the Service Provider shall ensure that appropriate medical treatment is made available (including if required the attendance of an appropriate healthcare professional). The Service Provider shall notify the Authority of all such incidents within one (1) hour of the incident. The Service Provider shall always endeavour to maintain custody of the Detainee provided it does not endanger the Detainee.

8.5.3 The Service Provider shall provide Escort Staff to maintain custody of the Detainee while outside a Holding Room. This requirement shall extend only to transporting a Detainee from a Holding Room who requires emergency medical treatment at hospital and remaining with the Detainee until such time as either relieved by In-Country Escort Staff when the Detainee is admitted to hospital as an in-patient or until otherwise directed by the Authority.

8.5.4 The Service Provider, wherever possible, shall ensure that any Detainee being escorted is at all times accompanied by at least two (2) DCOs, at least one (1) of whom shall be of the same gender as the Detainee.

8.6 Holding Rooms

8.6.1 The Service Provider shall ensure there is a sufficient Staffing level which shall be two (2) DCOs as a minimum unless otherwise determined by a risk assessment and agreed with the Authority, are maintained during all required operating hours.

8.6.2 Services shall be provided as detailed below.

|  |  |
| --- | --- |
| **Service Requirement** | * The holding room will be manned on an ad-hoc basis, upon the request of the Authority, for the hours specified by the Authority for the specific request.
 |
| **Response time to requests** | * Upon receipt of the Authority’s request the Service Provider shall provide staff on site at the holding room within 30 minutes.
* or other time period as specified by the Authority, where a response time in excess of 30 minutes is requested by the Authority.
 |
| **Hours of Operation** | * DCOs must be available to respond to service requests 24 hours a day, 365/366 days a year.
 |
| **Service provision and charging** | * DCOs will be provided and charged upon an hourly rate for hours; or part hours actually provided.
* Hours provided to be suitably evidenced (namely times shown on the IS91) for invoicing purposes and submitted to the Authority for assurance purposes.
* The total amount to be charged shall be fully inclusive.
 |

8.6.3 The Service Provider shall ensure that all arrangements for a Detainee in a Holding Room are based on the safety and security of the Detainee and Escort Staff as determined by individual Detainee risk assessments carried out by the Service Provider.

8.6.4 The Service Provider shall staff Holding Rooms in accordance with any relevant insurance, Port Operator and Authority requirements.

8.6.5 The Service Provider shall ensure that Harwich Holding Room is kept open and supervised until such time as all Detainees have been collected for Escort, discharged or transferred.

8.6.6 The Service Provider shall notify the Authority in the event of Holding Room capacity being reached or nearing being reached and shall assist the Authority with contingency actions that result.

8.6.7 The Service Provider shall ensure that a female DCO is present on duty in the Holding Room when the Detainee is female unless prior authority is obtained from the Authority to waive this requirement for that Detainee, or the Service Provider’s risk assessment indicates that to do so would present too great a risk for a female DCO.

8.6.8 The Service Provider shall ensure that a female DCO is present on duty in the Holding Room at the outset, when a Detainee is a Child or Unaccompanied Minor unless prior authority is obtained from the Authority to waive this requirement for that Detainee, or the Service Provider’s risk assessment indicates that to do so would present too great a risk for a female DCO.

8.6.9 The Service Provider shall ensure that the relevant local Border Force Duty Officer is immediately notified of the presence of a Child or Unaccompanied Minor in the Holding Room and thereafter every two (2) hours.

8.6.10 Where a Detainee has been detained continuously in a Holding Room for twelve (12) hours, the Service Provider shall advise the Authority, and thereafter every three (3) hours, of the Detainee’s continued detention.

8.6.11 Where the quality standards of a Holding Room fall below the National Standards for Holding Rooms and where the Service Provider does not have the authority to rectify the failure, the Service Provider shall immediately notify the Authority and/or Port Operator (if appropriate).

8.7 Cleaning

8.7.1 Notwithstanding the Authority’s or the Port Operator’s obligation to provide cleaning services, the Service Provider shall ensure that the Holding Rooms are kept generally clean and tidy at all times.

8.7.2 The Service Provider shall advise the Authority, the Port Operator or other accommodation provider as appropriate where the standard of cleaning carried out by others falls below advised standards.

8.8 Clothing

8.8.1 Where a Detainee, including Children and Unaccompanied Minors, has insufficient clothing whilst being detained at the Holding Rooms or at the time of transfer or release, the Service Provider shall provide them with suitable and adequate clothing, taking account of the prevailing climatic conditions. The Service Provider shall not rely on the donations of others to comply with their obligation to provide suitable clothing for a Detainee.

8.8.2 Where the Service Provider is providing clothing for a Detainee, the Service Provider shall provide the Detainee with a reasonable choice of clean clothing that is in good repair. Such clothing shall not carry inappropriate markings or logos. Socks and underwear must be new.

8.8.3 Where the Service Provider is providing clothing for a Detainee, the Service Provider shall ensure that the clothing provided could not be deemed as designed to deter escape, absconding, or as a punishment.

8.9 Catering

8.9.1 The Service Provider shall have in place procedures to ensure that a Detainee is offered meal options, including hot meals, that take account of the Detainee’s age and religious, dietary, cultural and healthcare needs, which shall be offered upon admission into custody, every four (4) hours thereafter and available on request. The Service Provider shall ensure the Detainee is provided with the preferred option without charge to the Detainee.

8.9.2 The Service Provider shall ensure that the supply, transport and storage arrangements for food and all associated food facilities, processes and practices comply with all relevant food safety legislation, which shall include the training of Staff in appropriate food handling procedures.

8.9.3 The Service Provider shall provide a vegetarian option at all meal times for a Detainee.

8.9.4 The service provider shall provide regular meals and drinks at no cost to the detainee.

8.9.5 The Service Provider shall provide all appropriate eating utensils to a Detainee.

8.9.6 The Service Provider shall safely dispose of any waste and associated consumables that arise from the consumption of food and drink.

8.10 ADMISSION AND DISCHARGE

8.10.1 The Service Provider shall ensure that on first admission to the Holding Room, a Detainee:

a) Is offered the option of a hot or cold meal and a drink and is provided with the preferred option without charge;

b) Has adequate clean, suitable and adequate clothing; and

c) Is provided with basic hygiene and toiletry supplies without charge.

8.10.2 The Service Provider shall ensure that upon first admission at a Holding Room a Detainee is, as a minimum, made aware of the following in writing in a relevant Designated Language:

a) the procedures for making complaints;

b) the procedures for accessing and obtaining legal advice unless advised otherwise by the Authority;

c) the healthcare Services available and how to access them, including how to access advice services on medication in the Detainee’s possession;

d) Information on the facilities available to them within a Holding Room including all relevant health and safety information and procedures;

e) Policy on bullying, harassment and assault (on Detainees and/or Staff);

f) the role of the IMB;

g) Searching and storage of a Detainee’s property; and

h) Diversity Policy.

8.10.3 When the Service Provider receives a Detainee into its custody, the Service Provider shall be responsible for the safe custody of a Detainee’s property that he is not entitled to retain on the grounds that such retention is contrary to the interests of safety and security.

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8.10.4 The Service Provider shall ensure that a Detainee has the opportunity to make a telephone call of no more than five (5) minutes to anywhere in the world at no charge to the detainee.

8.10.5 The Service Provider shall manage the transfer or release of a Detainee from the Holding Rooms as directed by the Authority, including where such direction is at very short notice and ensure the Detainee is ready for transfer or release at the correct time.

8.10.6 The Service Provider shall ensure that a Detainee due for transfer or release is provided with adequate food and refreshments prior to transfer or release.

8.10.7 The Service Provider shall manage the property of Detainees for Removal in accordance with the DSOs.

8.10.8 The Service Provider shall not undertake any transfers to an alternative facility without prior approval from the Authority.

8.10.9 The Service Provider shall ensure that all Detainee records and paperwork are complete and up to date ready to be handed to the next custodian upon transfer of custody, such that there will be no delay to the Removal or transfer process due to incomplete records or paperwork.

8.11 Communications

8.11.1 The Service Provider shall ensure that only Official Visitors, which may include but are not limited to ministers of religion and social workers, and have been authorised by the Authority, are permitted to visit a Detainee who is detained in a Holding Room.

8.11.2 The Service Provider shall ensure arrangements are in place to record details of an Official Visitor, including the commencement of the visit and departure time.

8.11.3 The Service Provider shall ensure that a Detainee has access to a telephone with the facility to make international calls whilst in a Holding Room, unless directed otherwise by the Authority or where a risk assessment justifies access being denied on the grounds of a threat to the safety and security of the Detainee, Staff or any other person.

8.12 Fire Prevention

8.12.1 The Service Provider shall in cooperation with the Authority develop a Fire Strategy for each Holding Room location, to include but not be limited to fire and evacuation plans and procedures for Staff and Detainees in their custody that relate to an analysis of local risks, comply with local evacuation and fire procedures, and maintain custody of Detainees where it is safe to do so.

8.12.2 The Service Provider shall obtain approval for the Fire Strategies from the Authority.

8.12.3 The Service Provider shall in cooperation with the Authority maintain and update the Fire Strategies annually prior to each anniversary of the Commencement Date, or as may be needed by changing circumstances, such as changes in Authority policies, new technology and changes in legislation etc, to ensure continued compliance with the Service requirement and any Authority strategies. Any change to the Fire Strategy shall follow the change control procedure described in the Contract.

8.12.4 The Service Provider shall follow the recommendations for a General Fire Safety Management Policy as per BS5588 Part 12: The Management of Fire Safety in Buildings.

1. Pricing
	1. Due to the nature of the operation at the Port, the charges have been broken into a couple of sections, these covering a per hour rate and due to each Detainee requiring a welcome hygiene pack and other consumables, a per person charge rate.
	2. Table 1 below Sets out the proposed charges including a charge rate for Bank Holidays for providing the Services set out in the Service Description for provision of Detention and Escorting Service at Harwich International Port.

Table 1: Basic Staff Structure and Charges

|  |  |  |  |
| --- | --- | --- | --- |
| **Designation of Officer or Service** | **Charge Rate per officer or detainee** | **Minimum Number of Hours per Officer** | **Total Minimum Charge**  |
| Detention Custody Officer  |  | Minimum of 2 hours charged |  |
| Detention Escort Officer |  | 1 |  |
| Welcome Hygiene Pack per detainee |  | 1 pack issued per detainee |  |
| **Charge rate for Bank Holidays** |  |
| **Designation of Officer or Service** | **Bank Holiday Charge Rate per officer**  | **Minimum Number of Hours per Officer** | **Total Minimum Charge**  |
| Detention Custody Officer |  | Minimum of 2 hours charged |  |
| Detention Escort Officer |  | 1 |  |

* 1. The prices offered shall be firm and fixed from the Contract award date, and apply to all orders placed during the entire duration of the Contract (from 1st June 2018 to 31st May 2021.)
1. Information for bidders
	1. The Short Term Holding Facility is currently operational and when in use is manned by Border Force personnel. There are no TUPE implications for the successful bidder & it is expected that the successful bidder’s personnel will be subject to their terms & conditions.
	2. Volumes are unpredictable as sometimes the facility can be used 2 or 3 times in one week and at other times not at all for several weeks in a row. In the last 2 years there have been approximately 40-50 instances of use of the facility. However, no minimum usage can be guaranteed.
	3. A site visit can be arranged at a mutually convenient date & time on or before Friday 29th June 2018. Please contact Paul Tooke if interested?
	4. Any questions or queries should be made in writing and e-mailed to Paul.Tooke@homeoffice.gsi.gov.uk on or before 12 noon on Monday 2nd July 2018 to allow for replies prior to the below submission deadline.

* 1. All submissions must be in writing and must be e-mailed to Paul.Tooke@homeoffice.gsi.gov.uk by **12 noon on Monday 9th July 2018**.
	2. To be considered for evaluation, a bidder must confirm in their submission that they agree to and have the capacity to fulfil points 6 to 8 of the above specification. A bidder must also submit the below Table 1 populating the 10 x boxes with the pricing information.
	3. All bids that can comply with points 6 to 8 will be financially evaluated. This evaluation will be the total of the 5 x Total Minimum Charges. The bidder offering the lowest of the total of 5 x Total Minimum Charges will be awarded the tender.
	4. The Home Department on behalf of Border Force, reserve the right to scrutinise any bid received for Delivery Capability & Credibility. If in the Home Department’s view, a bid is not credible, the Home Department reserves the right to reject it.
	5. Please note any agreement signed with your Company/Organization will be subject to the GLS short form services contract (attached to the Contracts Finder advert for reference).