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# PURPOSE

## The Secretary of State for the Home Department acting through Border Force (referred to hereafter as the “Authority” requires the supply of heavy goods vehicle recovery and detention services.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## The Authority is the Home Office acting through Border Force. Border Force is a professional law enforcement command within the Home Office. It is responsible for securing the UK border and controlling immigration at ports and airports across the UK and Northern France.

# Background to requirement/OVERVIEW of requirement

## The Authority has the power to detain vehicles where it is identified that the owner/hirer have an outstanding debt to a penalty levied under the Civil Penalty Regime. Once a vehicle has been stopped, if payment is not received within a short time frame, legal paperwork is issued by the Authority and the vehicle is taken into formal detention.

## Formal detention continues until the point at which payment is received or The Authority takes the decision to sell the vehicle to recoup costs.

## The legislation which governs the Civil Penalty Regime is The Immigration and Asylum Act 1999, The Carriers’ Liability Regulations 2002, The Carriers’ Liability (Amendment) Regulations 2004, The Prevention of Clandestine Entrants: Code of Practice and The Level of Penalty: Code of Practice.

## Once the decision has been made to formally detain a vehicle, The Authority requires a commercial partner who can facilitate recovery of the vehicle and storage of said vehicle until payment is received or the vehicle is sold.

## The ability to formally detain and store vehicles is an integral part of the successful operation of the Civil Penalty regime. Whilst most detentions result from vehicles stopped within the county of Kent, the Civil Penalty regime operates nationally and, as such, there is a requirement for recovery from all UK locations. Most detentions involve Heavy Goods Vehicles (HGVs), including trailers, but the regime extends to all types of vehicles.

# definitions

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| Authority | Secretary of State for the Home Department. |
| CECPT | Clandestine Entrants Civil Penalty team |
| Data Controller | A Controller is a natural or legal person or organisation which determines the purposes and means of processing personal data. |
| Data Processor | Is a natural or legal person or organisation which processes personal data on behalf of a Controller. |
| Debtor | The legal person or organisation who is liable for an unpaid Civil Penalty |
| GDPR | The General Data Protection Regulation (Regulation (EU) 2016/679). |
| HGV | Heavy Goods Vehicle, for any truck with a gross combination mass of over 3,500 kilograms. |
| Supplier | Refers to the chosen supplier of the Goods and Services. |

# scope of requirement

## The Supplier must be able to recover vehicles nationally and then store said vehicles until The Authority mandates their release or sale (mandatory).

## The Supplier must be able to work flexibly: detentions must be arranged expediently and at short notice, similarly, the release of vehicles after detention must be arranged at short notice. Most detentions are for short (less than 72 hours) periods of time. Vehicle stops can be made by The Authority or by other law enforcement agencies (such as UK Police) on behalf of The Authority; as such the Supplier must be willing to liaise with various agencies. The number of detentions which takes place each calendar year is hard to predict, so the Supplier must be able to facilitate a fluctuating number of detentions (mandatory)

## The Supplier must be able to store the vehicle for up to five months, pending sale (mandatory).

## The Supplier must be able to recover and accommodate all types of vehicle and vehicle trailer, including where possible facilities to maintain cold storage containers (mandatory).

## The Supplier must have the capability to deal with transhipment requests for goods in detained vehicles. Transhipment requests are requests to transfer the contents of a detained vehicle to another so that the goods can be released (mandatory).

## The Supplier must be able to inspect vehicles on detention and release and provide reports as necessary. This could involve cursory inspections of vehicles to obtain physical descriptions and details such as mileage, but also roadworthiness inspections prior to release/transfer (mandatory).

## The Authority is able to recoup costs from the Debtor, but the supplier has an obligation to ensure that all costs are reasonable. (mandatory)

## Due to the predominate location of stopped vehicles being the county of Kent, The Authority would ideally like the Supplier to be based in Kent and if possible near the Channel ports. (optional but highly desired, as will limit costs in line with best practice)

## The Supplier would ideally have a good working knowledge of The Authority’s procedures and locations. (optional)

## The supplier will not be involved in the initial stopping of vehicles; this will continue to be managed by The Authority and our partner law enforcement agencies.

## The Authority remains the detaining authority at all time: the Supplier will not be expected to engage with the vehicle owners/operators and must pass all queries on to The Authority.

## Vehicle detention and release will only be arranged inside of office hours (08:30-17:30), Monday to Friday. The Supplier will not be expected to start or end detentions outside of these hours.

# The requirement

## The Supplier must be able to facilitate short notice vehicle detention and release for all types of vehicle and vehicle trailers, liaising successfully with The Authority and our partner agencies in the process. The Supplier must be able to handle vehicle recovery from any UK location, as well as facilitating short term specialist trailer handling (such as cold storage trailers) and transhipment requests. The Supplier must be able to detain vehicles for up to five months. The Supplier must also be able to facilitate transfer to auction sites should the vehicle be sold.

## Most of The Authority detentions result from vehicles stopped in Kent, mostly at or in close proximity to Channel ports. As such, The Authority would ideally like the Supplier to be located as close to the Channel ports as possible. This will assist in keeping costs as reasonable as is practicable.

## The Authority will require a site visit two weeks prior to contract award to verify the secure detention facilities for assurance purposes.

# key milestones and Deliverables

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Site visit to verify secure facilities. | 2 weeks prior to contract award. |
| 1 | To attend a briefing from Border Force which outlines the processes of a detention and responsibilities of the Supplier | Within week 1 of Contract Award |
| 2 | To be able to deliver detention services as necessary | Within week 1 of Contract Award |
| 3 | To attend quarterly contract review meetings with Border Force | Quarterly |

# 

# MANAGEMENT INFORMATION/reporting

## The Supplier will be required to seek out and pass on all information pertaining to a detained vehicle, including scanning copies of documents. This will be on an ad hoc basis as each detention takes place.

## The Supplier will be bound by all application data protection laws and procedures. The GDPR places new legal obligations on data processors who process data on behalf of the Home Office, including a requirement to maintain records of personal data and processing activities. Data processors have significantly more liability in the event of a data breach. Liability cannot fall to either the Data Controller or the Data Processor, unless one can prove that it is not in any way responsible. A controller may seek redress from a processor. As a data controller, the Home Office must ensure all contracts with third parties comply with the GDPR.

# volumes

## The number of vehicles detained under the Civil Penalty regime varies, which is why flexibility is such as important requirement. Based of historic figures, a Supplier could expect to deal with around 15 detentions per calendar year; it is important that the Supplier is aware that this figure could go up as well as down. The vast majority of detentions would be short term.

# continuous improvement

## The Supplier will be expected to continually seek to improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present any identified new ways of working to the Authority during quarterly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# quality

## The Supplier must be able to meet all necessary insurance requirements and demonstrate storage site security standards.

## 

# PRICE

## The Authority requires a fixed price on a flat rate basis for vehicle recovery from Dover Eastern Docks, Eurotunnel (Cheriton Terminal), M25 & Nationwide outside of Kent and the M25 motorway.

## The Authority requires the price structure to be fixed for the duration of the contract.

## The Authority requires the Supplier to complete and submit the attached price schedule.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Agreement in order to consistently deliver a quality service, ideally with a specified point or points of contact for The Authority to liaise with.

## The Supplier’s staff assigned to the Agreement shall have the relevant qualifications and/or experience to deliver the Agreement to the required standard.

## The Supplier shall ensure that staff understand The Authority’s vision and objectives and will provide excellent customer service to The Authority throughout the duration of the Agreement.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by:

### The Supplier will be expected to facilitate any detention required by The Authority in line with the scope of the requirement laid out at section 5.

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Start of detention | The Supplier responds to and makes arrangements for any request for vehicle detention within 30 mins – 1 hour of notification | 30-60 minutes |
| 2 | End of detention | The Supplier responds to and makes arrangements for any request for vehicle release within 30 mins to 1 hour of notification | 30-60 minutes |
| 3 | Paperwork/vehicle details request | The Supplier responds to any request for document scanning/information provision relating to a detained vehicle within 24 hours of request (omitting weekends and public holiday) | 24 hours (omitting weekends & public holidays) |

# TERMINATION

## The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month later than the date of service of the relevant notice.

# Security and CONFIDENTIALITY requirements

## The Supplier must be able to provide a secure detention facility, covered by all relevant insurances and procedures.

## The Supplier must not discuss detentions made on behalf of The Authority with any other party, unless directed to do so by The Authority.

# payment AND INVOICING

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## All invoices must be sent, quoting a valid purchase order number (PO Number), to:

## HO Shared Service Centre, HO Box 5015, Newport, NP20 9BB and copied to,

## CECPT, 2nd Floor Martello House, Shearway Business Park, Folkestone, Kent, CT19 4RH

## The Authority will also require nil returns.

# CONTRACT MANAGEMENT

## Attendance at contract review meetings shall be at the Supplier’s own expense.