



Home Office

Statement of Requirements

Contract Reference: C17079

Coquelles Repatriation Service

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Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

CONTENTS

1.	PURPOSE	3
2.	BACKGROUND TO THE CONTRACTING AUTHORITY	3
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	3
4.	DEFINITIONS	3
5.	SCOPE OF REQUIREMENT	4
6.	THE REQUIREMENT	5
7.	KEY MILESTONES AND DELIVERABLES	8
8.	MANAGEMENT INFORMATION/REPORTING	8
9.	VOLUMES	8
10.	CONTINUOUS IMPROVEMENT	9
11.	SUSTAINABILITY	9
12.	QUALITY	9
13.	PRICE.....	9
14.	STAFF AND CUSTOMER SERVICE	9
15.	SERVICE LEVELS AND PERFORMANCE	10
16.	SECURITY AND CONFIDENTIALITY REQUIREMENTS	15
17.	PAYMENT AND INVOICING	16
18.	CONTRACT MANAGEMENT	17
19.	LOCATION.....	17

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

1. PURPOSE

- 1.1. Transportation of non-detained Person(s) from UK control zone at the Channel Tunnel Terminal in Coquelles (France) to Folkestone in the UK.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Border Force is a law enforcement command within the Home Office and secures the UK border by carrying out immigration and customs controls for people and goods entering the UK.
- 2.2 The UK operates juxtaposed controls at the French side of the Channel Tunnel (Coquelles), where UK immigration and customs controls are carried within a designated UK control zone. Only when passengers and vehicles have cleared the UK controls, will they board the train to the UK.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Secretary of State for the Home Department acting through Border Force (the Authority) is seeking a Contractor to transport non-detained person(s) and their personal baggage from the UK control zone at the Channel Tunnel Terminal in Coquelles (France) to Folkestone in the UK.
- 3.2 As part of the customs and immigration checks undertaken, there will be occasions when Border Force will detain or seize vehicles as part of enforcement action. If the occupants of a seized or detained vehicle are UK citizens or UK residents, they may require to be transported to Tesco in Cheriton; or; Folkestone West Train Station or Folkestone Bus station in the United Kingdom.
- 3.3 Eurotunnel, the Channel Tunnel operator, will not accept foot passengers on their trains (all passengers must have a ticket and travel on a vehicle) and Coquelles is too remote for the travelling public to access public transport 24/7.

4. DEFINITIONS

The Authority	Means the Secretary of State for the Home Department acting through Border Force.
Associated Baggage	Means bags, suitcases and other personal belongings from seized/ detained vehicles that can be carried and returned with the passenger.
Border Force	Means UK Border Force that undertake customs and immigration duties at the UK border and juxtaposed controls.
Channel Tunnel	The service operated by Eurotunnel that connects France and the UK via train.
Cheriton	Means the locality of the UK within which the Channel Tunnel offices reside.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

Contractor	Means the supplier who will be contracted to deliver the service.
Coquelles	Means the locality of France within which the Channel Tunnel juxtaposed border controls reside.
Detained Vehicle	Means a vehicle that has been detained following Border Force enforcement action.
Eurotunnel	Means 'Eurotunnel' the Channel Tunnel operator.
Repatriation	Means the return of British citizens or UK residents from Coquelles to Folkestone in the United Kingdom.
Repatriation Vehicle	Vehicle that can carry a minimum of 16 (sixteen) passengers, 1 (one) driver and personal baggage weighing 30kg or less for all passengers, or, when requested, a vehicle that can carry 17 persons or more.
Seized Vehicle	Means a vehicle that has been seized following Border Force enforcement action.
UK Control Zone	Means a legally designated area within which Border Force undertakes UK customs, immigration and other law enforcement activities.

5. SCOPE OF REQUIREMENT

- 5.1 The UK control zones sit over two separate sites (Cheriton & Coquelles) that deal with the Channel Tunnel Tourist traffic and Freight traffic. The Channel Tunnel operates 24/7 all year around. Repatriations will be required from both the Freight and Tourist terminals in Coquelles, France to Folkestone in the UK.
- 5.2 The Contractor will provide vehicles to collect non-detained persons from either or both terminals (tourist/freight) at Coquelles, before returning them to Tesco in Cheriton; or; Folkestone West Train Station or Folkestone Bus station in the United Kingdom.
- 5.3 There is a requirement for the Contractor to provide a helpdesk facility to provide drivers and suitable vehicles to travel out to Coquelles and return from Coquelles

5.4 In Scope

Mandatory

- 5.4.1 The repatriation of non-detained persons to the UK from the Channel Tunnel Tourist and Freight terminals in Coquelles. This may include accompanied minors and persons with a physical or mental disability or impairment;
- 5.4.2 The repatriation of non-detained personal belongings of those being repatriated as advised by Border Force, that can be carried by hand

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

and are not deemed to be hazardous, unsafe or unfit for transport by the Contractor's driver;

5.4.3 A 24 hour/ 365 days a year helpdesk facility that can be contacted by telephone, e-mail, web or software application accessible by Home Office systems to request a repatriation service.

5.4.4 Suitably qualified and CTC vetted drivers;

5.4.5 Suitable, legal and well-maintained vehicles that can transport a minimum of 16 persons and their personal belongings in addition to the driver.

Non-Mandatory

5.4.6 Repatriation of additional personal belongings, other than those that can be carried by those being repatriated.

5.5 Out of Scope

5.5.1 The transportation or repatriation of *arrested* or *detained* persons;

5.5.2 The transportation or repatriation of *seized* or *detained* goods;

5.5.3 The transportation or repatriation of *seized* or *detained* vehicles;

5.5.4 The repatriation of individual large, bulky or heavy (more than 30kg) personal belongings from seized vehicles that cannot be lifted or carried by the persons being repatriated; and

5.5.5 The repatriation of persons from other ports.

6. THE REQUIREMENT

6.1 The Authority requires the following:

6.1.1 The transportation of non-detained person(s) from the UK control zone at the Channel Tunnel in Coquelles (France) to the UK mainland;

6.1.2 A facility that enables the Authority to request repatriation assistance from the Contractor 24 hours a day and 365 (366) days a year.

6.2 The requirement will only relate to person(s), and their associated baggage and/or personal belongings that can be removed and carried from seized / detained vehicles in Coquelles.

6.3 The service will operate between Coquelles and Tesco in Cheriton; or; Folkestone West Train Station or Folkestone Bus station in the United Kingdom. Person(s) may originate from any mode of transport. The Contractor must be

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

capable of transportation of an individual person up to a group of person(s) travelling from a coach, or other mode of transport. The Contractor shall ensure that the agreed level of service is maintained during fluctuations in the level of demand.

- 6.4 If a service request for repatriation contains more than one individual group of persons (i.e. persons that are not linked or related and have been travelling independently), the Contractor must consider the current social distancing guidance.
- 6.5 Where there are large groups of non-related persons within the same service request for repatriation and the groups are such a size that they are unable to be transported within a 17 seater minibus whilst adhering to the current social distancing guidance, then the Contractor may be required to provide a second minibus or larger vehicle to transport both groups safely.
- 6.6 If a larger vehicle than a standard 17 seater minibus is required in order to adhere to current social distancing guidance, this will be treated in the same way as a requirement for the repatriation for 17 persons or more.
- 6.7 The Authority shall notify the Contractor that person(s) require transportation to the mainland UK. The Contractor shall ensure:
 - 6.7.1 Arrival within one (1) hour from the receipt of the service request from the Authority at the required terminal at Coquelles for a repatriation vehicle being provided from France, for groups of one (1) to sixteen (16) persons (excluding the driver).
 - 6.7.2 Arrival at the Eurotunnel Security Entrance in Cheriton, UK within one (1) hour from the receipt of the service request from the Authority for a repatriation vehicle being provided from the United Kingdom, for groups of one (1) to sixteen (16) persons (excluding driver) and able to depart on the next available shuttle to Coquelles – *subject to Euro-Tunnel allocation*
 - 6.7.3 Arrival within three (3) hours from the receipt of the service request from the Authority at the required terminal at Coquelles for a repatriation vehicle being provided from France, for groups of seventeen (17) or more persons;
 - 6.7.4 Arrival at the Eurotunnel Security Entrance in Cheriton, UK within three (3) hours from the receipt of the service request from the Authority for a repatriation vehicle being provided from the United Kingdom, for groups of 17 persons or more and able to depart on the next available shuttle to Coquelles – *subject to Euro-Tunnel allocation*.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

- 6.8 The Contractor shall be responsible for the supervision of person(s) from the point the service driver arrives on site at the necessary terminal until the person(s) exit the vehicle at Folkestone:
- 6.8.1 At no time are the passengers under the control of the Authority or the Contractor; and
 - 6.8.2 No person(s) requiring transportation shall be detained or under arrest.
- 6.9 The Contractor shall maintain a duty of care for all person(s) being transported within their normal provision of 'duty of care' as a coach operator;
- 6.10 The Contractor shall transport person(s) via the Channel Tunnel, unless specifically requested by The Authority.
- 6.11 The Authority has an arrangement with Eurotunnel, the Channel Tunnel operator to facilitate the shuttle journey both ways. Should circumstances lead to the delay of shuttles, or closure of the Channel Tunnel, exceptionally, and by permission of the Authority, other routes may be utilised should this provide quicker transportation i.e. Calais to Dover.
- 6.11 The Contractor shall ensure groups of one (1) or more persons are transported to a point outside Tesco in Cheriton; or; Folkestone West Train Station or Folkestone Bus station as agreed with the person(s) being repatriated. The person(s) being repatriated shall advise the driver of the repatriation vehicle of the preferred drop off point;
- 6.12 The Contractor shall provide suitable, secure and roadworthy vehicles for the transportation of persons(s).

6.13 Helpdesk Facility

- 6.14 The Contractor is to provide a helpdesk facility for the Authority to raise a service request. The facility should provide multiple methods of contact, such as telephone, e-mail, web or application compatible with Home Office systems.
- 6.15 The Helpdesk Facility is to operate twenty-four (24) hours per day, three hundred and sixty-five (365) / three hundred and sixty-six (366) days per year.
- 6.16 All contact and service requests raised with the Helpdesk Facility should be acknowledged, receipted and provide auditable timelines of service delivery;
- 6.17 The helpdesk facility must be able to:
- 6.17.1 Give an immediate response to the call for assistance
 - 6.17.2 Manned by staff that must be English speaking;
 - 6.17.3 Obtain all necessary information from the Authority to ensure the appropriate vehicle(s) are dispatched;

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

6.17.4 Give an estimated time of arrival within 20 minutes of raising the service request and provide any other necessary information as required;

6.17.5 The Authority must be able to maintain contact with the designated driver of the vehicle Contractor once a service request for assistance has been made.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
Contract Award	Contract award will be made by 18/09/2020 to facilitate security vetting and administrative procedures.	18/09/2020
Contract Implementation	Service must commence on 01/11/2020 as specified in 6.4 above	00:01 Hours 01/11/2020
Inception & Familiarisation Meeting	Meeting to discuss process and travel arrangements prior to the commencement of the service.	By 25/09/2020

8. MANAGEMENT INFORMATION/REPORTING

8.1 The Contractor will provide the Authority with monthly invoices with a backing sheet that provides a breakdown of all the service requests and relevant service credits.

8.2 Attendance at Contract Review meetings shall be at the Contractor's own expense.

9. VOLUMES

9.1 The repatriation service will be required to operate throughout the year, including all public holidays (365 non-leap year/ 366 days leap year) as and when required.

9.2 Within the past 12 months there has been a total of 54 repatriations, averaging 4.5 per month. There have been some months where there are no repatriations. Some months have required the repatriation of 14 persons over 4 return journeys.

9.3 This is an ad-hoc requirement and subsequent demand is not predictable.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

- 9.4 Demand for this requirement may be impacted by external factors that remain outside the control of The Authority. No guarantee can be given in relation to volumetrics.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Contractor will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration based in feedback from the Authority.
- 10.2 The Contractor should present new ways of working to the Authority during quarterly Contract review meetings.
- 10.3 The Contractor will make itself available for a scheduled meeting at the request of the Customer within 14 calendar days.
- 10.4 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.

11. SUSTAINABILITY

- 11.1 N/A

12. QUALITY

- 12.1 The Contractor and all vehicle drivers must hold all necessary licences and insurances required by law to operate the service and vehicles supplied within the United Kingdom and France.
- 12.2 The Contractor shall provide details of these licences and insurance to the Authority and upon request.

13. PRICE

13.1 The pricing schedule will be based on:

13.1.1 a single minibus on a fixed cost per return crossing for the service for 16 (sixteen) persons or less (excluding driver);

13.1.2 a single coach; or; on a fixed cost per return crossing for more than 17 (seventeen) persons.

13.1.3 A second minibus on a fixed cost per return crossing for service for 16 (sixteen) persons or less (excluding driver).

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Contractor shall ensure that all employed drivers obey all lawful instructions and reasonable directions of the Authority and provide the service to the reasonable satisfaction of the Authority.
- 14.2 If, any representative or agent of the Contractor is perceived by the Authority to be incapable of efficiently performing their duties, or if it is not desirable or considered to be in the public interest for any person to be employed or engaged by the Contractor in relation to this Contract. The Authority may instruct the Contractor to remove such person without delay. The Contractor shall then

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

arrange for the services to be performed by such other person as may be necessary, in default of which, the Authority may then employ such other person as may deem necessary for the purposes of carrying out the services

- 14.3 The Contractor, and its drivers, shall secure their vehicle appropriately to prevent persons using them to enter the UK illegally in compliance with the following guidance:

<https://www.gov.uk/guidance/secure-your-vehicle-to-help-stop-illegal-immigration>

- 14.4 The Contractor shall maintain their policy on security systems and processes. This will include details of how the drivers/operators of the service meet the requirements of the code of practice on Civil Penalty Legislation which can be viewed at:

<https://www.gov.uk/government/publications/level-of-penalty-code-of-practice>

- 14.5 Drivers shall comply with all reasonable requirements of the Authority concerning conduct at the Authority's or port premises.

- 14.6 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

- 14.7 The Contractor's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 14.8 The Contractor 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 Contract.

- 14.9 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

- 14.10 The Contractor's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 14.11 The Contractor's staff will not be entitled to import any goods (including excise goods), duty free allowances or services when employed on repatriation duties.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority and the Contractor will agree Key Performance Indicators (KPI's) which will be used as indicators of the success of the Contractor meeting the Authority's requirement. The Authority will measure the quality of the Contractor's delivery by:

15.2

KPI/SLA	Service Area	KPI/SLA description	Target	Consequence
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OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

1	Service Delivery	Attendance within 1 hour of notification at the relevant Eurotunnel Site in Coquelles, (France) for groups of sixteen (16) or less person(s) where service delivery or vehicles are already based in France .	100%	<ul style="list-style-type: none"> • Up to 1 hour late – 5% service credit. • Over 1 and up to 2 hours late – 8% service credit. • Over 2 and up to 3 hours late – 12% service credit. • Over 3 and up to 4 hours late – 20% service credit. Please note, this is the maximum service credit charge that can apply. • Over 4 hours late or non-arrival – Critical Service Failure.
2	Service Delivery	Attendance within 1 hour of notification at the Eurotunnel, Cheriton Security entrance in the UK for groups of sixteen (16) or less person(s) where service delivery or vehicles are already based in the UK	100%	<ul style="list-style-type: none"> • Up to 1 hour late – 5% service credit. • Over 1 and up to 2 hours late – 8% service credit. • Over 2 and up to 3 hours late – 12% service credit. • Over 3 and up to 4 hours late – 20% service credit. Please

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

				<p>note, this is the maximum service credit charge that can apply.</p> <ul style="list-style-type: none"> Over 4 hours late or non-arrival – Critical Service Failure.
3	Service Delivery	Attendance within 3 hours of notification at the relevant Eurotunnel Site in Coquelles (France), for groups of seventeen (17) or more person(s) where service delivery or vehicles are already based in France	100%	<ul style="list-style-type: none"> Up to 1 hour late – 5% service credit. Over 1 and up to 2 hours late – 8% service credit. Over 2 and up to 3 hours late – 12% service credit. Over 3 and up to 4 hours late – 20% service credit. Please note, this is the maximum service credit charge that can apply. Over 4 hours late or non-arrival – Critical Service Failure.
4	Service Delivery	Attendance within 3 hours of notification at the Eurotunnel, Cheriton Security entrance in the UK for groups of	100%	<ul style="list-style-type: none"> Up to 1 hour late – 5% service credit. Over 1 and up to 2 hours late

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

		seventeen (17) or more person(s) where service delivery or vehicles are already based in the UK		<ul style="list-style-type: none"> – 8% service credit. • Over 2 and up to 3 hours late – 12% service credit. • Over 3 and up to 4 hours late – 20% service credit. Please note, this is the maximum service credit charge that can apply. • Over 4 hours late or non-arrival – Critical Service Failure.
5	Service Delivery	All calls to the Helpdesk Facility to be answered within 30 minutes time	100%	<ul style="list-style-type: none"> • Calls/ messages not returned within 30 minutes on more than three (3) occasions within each 30 day period will incur a service charge of 5% of the cost of an individual journey. • Calls/ messages not returned over 30 minutes and under 60 minutes on more than three (2) occasions

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

				<p>within each 30 day period will incur a service charge of 10% of the cost of an individual journey.</p> <ul style="list-style-type: none"> • Calls/ messages not returned in excess of 60 minutes and under 90 minutes will incur a service charge of 15% of the cost of the individual journey. • Calls/ messages not returned in excess of 90 minutes will result in a Critical Service Failure.
6	Management Information	As per 8. Management Information/reporting, on a monthly basis, the Contractor shall supply the Authority with sufficient information in order to enable the Authority to assess the Contractor's performance against the Key Performance Indicators as set out in Section 15 Service Levels and Performance.	100%	<ul style="list-style-type: none"> • Failure to achieve the target response time - £50 per instance.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

15.3 Critical Service Failure

- 15.4 A Critical Service Failure is defined as any occurrence where the Contractor fails to meet the service performance required, as set out in the Key Performance Indicators within 15.2, where it is specified as a Critical Service Failure; or; where there is continually poor levels of performance by the Contractor, regardless whether or not the performance falls outside the service credit regime.
- 15.5 Continual poor levels of performance will be defined as any service failure resulting in a service credit on more than three (3) occasions within any thirty (30) day period.
- 15.6 Following any Critical Service Failure an Improvement Plan must be provided, agreed and implemented by the Contractor within 5 working days of an improvement plan being requested.

15.7 On the occurrence of a Critical Service Level Failure:

- 15.8 Any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and;
- 15.9 the Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Contractor in respect of that Service Period.
- 15.10 Failure to provide, adhere to, or, deliver against an agreed improvement plan or timetable will be deemed as grounds for contract termination.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The current level of Security Clearance that must be obtained is CTC (Counter Terrorist Check) before a driver may travel via the Channel Tunnel. Eurotunnel, the Channel Tunnel Operator have their own security requirements that can be found in Annex A.
- 16.2 The Contractor is responsible for providing the Authority with all requested information to fulfil all vetting requirements. The Authority is responsible for processing CTC vetting. This may take between 4-8 weeks to process.
- 16.3 The Contractor is responsible for providing the Eurotunnel with all requested information to fulfil Eurotunnel vetting requirements. Eurotunnel is responsible for processing their own vetting and upon successful completion, issuing Eurotunnel passes. This can take up to 4 weeks.
- 16.4 The Contractor will be required to pass CTC and Eurotunnel security vetting before undertaking the service and being admitted to any security restricted areas;
- 16.5 The Contractor must provide take steps to ensure that the security vetting of its staff is likely to be achieved before appointment to the service so not to impede the running of the service.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

- 16.6 The Contractor must inform the Authority of any changes in circumstances or new convictions of its drivers or staff employed on the service that is likely to affect their security clearance or ability to undertake the service;
- 16.7 The Contractor must notify the Authority immediately of any incident or breach of security, which has taken place in relation to its staff and/ or the transport of person(s).
- 16.8 The Contractor agrees to provide the Authority and Eurotunnel with the names, details and any relevant information of new drivers prior to them undertaking the Repatriations Service.
- 16.9 The Authority reserves the right to instruct the Contractor to remove any individual from working on this contract or on any of the Authority's premises. The Authority does not have to divulge the reasons associated to this request.
- 16.10 The Contractor must provide a pool of dedicated drivers that are able to undertake and fulfil the Repatriations Service. The Contractor must keep the pool of drivers to a minimum.
- 16.11 All driver's should be easily identifiable to the Authority.
- 16.12 The Contractor must ensure that all drivers employed on the service carry a valid Driving License, valid UK passport and all necessary travel and insurance documentation.
- 16.13 The Contractor shall familiarise itself with and *at all times* observe any security requirements, Health and Safety legislation, and by-laws applying to all Authority/ Eurotunnel sites in France and the UK.
- 16.14 The contractor shall, as directed by Eurotunnel, be required to adhere to any Eurotunnel requirements for vehicle and driver approval.

17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed services and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 All invoicing will be in arrears and in the format requested by the Authority.

Invoices to be submitted within 7 days, at the end of each month. All invoices should be sent, quoting a valid purchase order number in advance of the first invoice to: hosupplierinvoices@homeoffice.gov.uk; or;

Home Office Shared Service Centre
PO Box 5015
Newport
NP20 9BB

- 17.6 To avoid delay in payment the invoice must be compliant and must include the PO number and the details (name and telephone number) of the Authority contact (ie Contract Manager). Non-compliant invoices will be returned.

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020

18. CONTRACT MANAGEMENT

- 18.1 The Contractor must agree to provide monthly key performance indicator reports, required to measure the Service Credit Regime as directed by the Authority (refer to Section 15).
- 18.2 The Contractor may be required to attend Contract Review meetings with the Authority to review the performance of the Contract. These may be convened quarterly or as deemed necessary.
- 18.3 Attendance at Contract Review meetings shall be at the Contractor's own expense.

19. LOCATION

19.2 Official/ Secure Sites:

19.3 UK Border Force

Eurotunnel
U41 UK Terminal
Ashford Road
Folkestone
CT18 8XX

19.4 Border Force Tourist Controls

Terminal Touriste
Building B31
Eurotunnel Site
62231 Coquelles
France

19.5 Border Force Freight Controls

Terminal Fret
Building D41
Eurotunnel Site
62231 Coquelles
France

OFFICIAL

Contract Reference: C17079
Coquelles Repatriation Service

V4.1 01/09/2020