

STATEMENT OF REQUIREMENT (SOR)

BULK GROUND FUELS

October 2015

Introduction

1. The Customer requires a range of bulk ground fuels to be supplied. Fuel and the availability of fuel are crucial to military capability and in terms of sustainability, its supply is integral to every theatre of operations.

Requirement

2. The Supplier is required to deliver one or more of the following:

a. **DIESO MT.** DIESO MT is to be supplied to BS EN 590 (latest issue).

b. **ULGAS.** ULGAS is to be supplied to BS EN 228 (latest issue).

3. The Customer shall not be bound to order any quantities, to receive quantities other than those already demanded, or to pay for quantities other than those accepted by the Demanding Officer.

4. In the event of a substantial additional requirement arising in respect of the product, over and above the estimates, due to changing operational requirements, the Customer, through the Authority, shall notify the supplier. The Supplier, with the minimum delay necessary for proper investigation of the matter, but in any event within 2 weeks of notification of the requirement, shall advise the Authority whether he can meet such requirements in full; or to the extent to which he is able to do so.

5. When the Supplier has signified his inability to supply a proportion of the requirement, or has not responded to the notification within the required timescales, the Customer shall be at liberty to purchase the fuel elsewhere.

Specification of Fuel

6. The product to be supplied under this contract shall comply in all respects with the specification at Paragraph 2 of this SOR.

7. In the event of the specification of the fuel being changed during the period of the contract, the supplier shall supply fuel to the new specification by the implementation date published on the latest edition of the associated British Standard fuel specification. The supplier should, on a best endeavours basis, implement any amendment earlier if possible.

8. Any alternative product offered must be approved by the Customer's Defence Strategic Fuels Technical Authority

Demanding Officer

9. Orders for fuel deliveries shall be made by the relevant Demanding Officer. A list of Demanding Officers, along with their Unit Identity Number (UIN) Codes will be issued prior to Contract commencement date.

Submission and Payment of Bills

10. The Customer will assist the Supplier by arranging to complete any necessary documentation to enable recovery of refundable duties, taxes and other similar charges.

11. Invoices (including "NOT FOR PAYMENT" invoices) shall clearly show the contract number, Unit Identity Number (UIN), fuel uptake in litres, net and total price for the product and precise details of all duties, taxes and other charges.

12. Payment shall be made within 30 days following receipt by the Bill paying branch, of a valid and correctly submitted invoice.

Delivery and Measurement of Quantities

13. Deliveries will predominantly be into the Customer's Mechanical Transport Fuel Installations (MTFIs) detailed in the Site Addition Template. MTFI storage tanks may be either above or below ground.

14. Subject to prior arrangement by the Customer, the Supplier may also be required to deliver to the Customer's Bulk Fuel Carrying Vehicles (BFCVs) at an agreed location. The Supplier's BFCVs are required to connect via standard 4" Quick Release Couplings and 3" dry break couplings.

15. In the event of significant additional requirement (including, but not limited to, military exercises and industrial action) Suppliers must allow the Customer's Close Support Tankers (CSTs) to collect fuel directly from the Supplier's depots provided that the appropriate risk assessments are carried out.

16. Quantities shall be measured at the time of delivery, and volumes adjusted to a temperature of 15 degrees Celsius.

Exercises

17. In order to support the operational needs of Military Exercises, the Supplier may be required to deliver to a unit and/or location not listed in their call off contract. Prior notification of this requirement must be submitted to Fuels Commissioning Management Organisation (FCMO) to enable specific contractual amendment with the Supplier.

Joint Service Safety Regulations for the Storage and Handling of Fuels and Lubricants

18. The Customer shall have the right to verify the quantity of fuel recorded as having been delivered and to check the accuracy of the quantities delivered. If the Customer does not agree the measurement of the quantities delivered, a further check on the quantities delivered shall be made by a measuring device provided by the Customer. If the Customer is still not satisfied after such further check the delivery ticket shall be annotated with such details of any discrepancy. The complaint will be confirmed in writing to the supplier's local representative.

19. The Customer shall have the right to conduct pre-receipt checks in accordance with JSP-317 to confirm quality of the delivery. If the density of the fuel determined pre-receipt is not +/- 3 Kg/m³ within the results reported on the supplier's documentation, then this will be cause for rejection of the load.

20. Each delivery shall be accompanied by a delivery ticket. The delivery ticket must be signed by both the suppliers and the Customer's representatives. 1 copy shall be retained by the Supplier for their records. Electronic delivery tickets will be acceptable

21. For deliveries of bulk products to Units, it shall be the responsibility of the Demanding Unit to ensure that the storage into which the fuel is to be delivered shall safely receive the full quantity ordered, and the connecting hose is properly and securely connected to the fuelling point of the said storage. The Customer accepts responsibility for dealing with any loss, leakage or contamination that may occur from the point at which the Suppliers hose connects to the Customer's coupling.

22. The Customer is required to have adequate emergency procedures and to provide immediate assistance to the Supplier or its Supplier in the event of a spill of product upon delivery. If an escape, spillage or discharge of fuel (hereinafter referred to as a 'spill') occurs during a delivery to the Customer, the Customer will promptly take such action as is deemed necessary to remove the spill and mitigate its effects. Any expenses, damages, costs or other such loss or damage arising from the spill, or pollution of fuel, shall be paid by the party that caused the spill, or other such loss or damage, by negligent act or omission. If both parties have acted negligently, any expenses or other such loss or damage, shall be divided between the parties in accordance with the respective degree of negligence.

23. The supplier shall ensure that the delivery hoses and couplings match the receipt line capacity and couplings link points respectively.

24. The supplied product must be handled in accordance with the handling procedures as detailed in the Defence Standard 91-66 (latest issue); or other management plan approved by the Customer.

Quality and Inspection

25. The Supplier shall be subject to the following Quality Assurance Regulations:

- a. AQAP 2130 (latest issue) – NATO Quality Assurance Requirements for Inspection and Test.
- b. Def Stan 91-66 (latest issue) – The segregation, Handling and Quality Assurance of petroleum fuels, lubricants and associated products.

26. The Supplier shall be responsible for ensuring that the product supplied under this contract conforms in all respects to the specifications in the SOR.

27. If the Supplier provides the refuelling service directly through his own Company or via a sub-contractor, he shall undertake to maintain his Quality/Inspection Organisation to the satisfaction of the QA Authority throughout the duration of the contract.

28. The Customer shall have the right to send a representative to ensure that the Supplier's Inspection facility is working to the satisfaction of the Customer. Check samples may be drawn by the Customer's representative during such visits and the Supplier shall afford the necessary facilities to enable this to be done.

29. If the Supplier provides fuel via a sub-contractor, or an alternative supplier, the Supplier shall accept responsibility for the standard of service and quality of all products supplied and, shall indemnify the Customer against all liability for loss or damage arising from the supply of any product which does not fully meet the contract specification.

30. In the event that any fuel is rejected, it shall be removed by the suppliers representative at his own expense, immediately after notice of rejection has been given and replaced with an equal quantity of fuel satisfying the specification. In either case the Supplier shall be liable for any expenses incurred by the Customer in loading, unloading, moving and testing the rejected fuel. The Supplier shall remove the rejected fuel within a period of 5 working days from the

date of notification or rejection. The rejected fuel remaining in the Authorities custody shall be at the Supplier's risk.

31. The Customer shall not be liable in respect of any subsequent loss or damage to the fuel from whatever cause arising. If the rejected fuel is not removed within 5 working days, the Customer may, at its discretion, transport such fuel to a suitable place of discharge into the Suppliers possession. All expenses thereby incurred shall be the Suppliers liability.