

# COM/10348/2023 FRAMEWORK AGREEMENT FOR THE SUPPLY OF FUEL DELIVERIES FOR THE BRITISH HIGH EMBASSY IN BAGHDAD

#### ATTACHMENT 4 - STATEMENT OF SERVICE REQUIREMENTS

## 1. Introduction

- 1.1. This Statement of Requirement ("SOR") sets out The Foreign, Commonwealth and Development Office ("the Authority") requirements for the **PROVISION OF FUEL DELIVERIES FOR THE BRITISH EMBASSY IN BAGHDAD.**
- 1.2. The Authority, through the British Embassy in Baghdad, promotes Britain's values, prosperity and well-being, deals with a wide range of political, commercial, security and economic questions of interest to the UK and Iraq. It also provides assistance to British nationals visiting or living in Iraq.
- 1.3. This SOR should be read in conjunction with the Invitation to Tender and Tender Instructions (Attachment 1) and FCDO Contract Terms and Conditions ("the Contract") (Attachment 4).
- 1.4. The purpose of tender is to identify a single service provider to provide fuel deliveries for the British Embassy in Iraq.
  - 1.5. Provision of Fuel Deliveries is managed by spot buying.
- 1.6. Contractors are required to adhere to the below FCDO policies whilst fulfilling the requirement, these are included in Appendix A to ATT 4:

HS11.2 - Buildings, Guidance

HS11.4 - Hazardous Substances

HS11.6 - Machinery and Work Equipment

HS11.7 - Manual Handling Policy

HS11.7a - Manual Handling Guidance

HS11.8 - Permit to Work

HS11.9 - Personal Protective Equipment

HS3.1 - Risk Assessment Policy

HS3.1a - Risk Assessment Guidance

HS6.1 - Incident Management and Investigation Policy

HS6.2 - Lone Working Policy

HS6.2a - Lone Working Guidance

HS10.14 - Pressure Systems

HS10.29 - Hazardous Materials (Storage Including Fuel Storage)

HS10.38 - Environmental Management

HS10.4 - Confined Spaces

HS10.41 - Working at Height

HS10.6 - Electrical Installation

HS10.6.1 - Electricity and Electrical Equipment Safety

HS10.8 - FCDO Fire Safety Code

HS10.8.1 - Fire Safety Guide for Post - General

HS10.8.4 - Fire Precautions Guide

#### 2. Objectives

2.1. The primary role of the Contractor will be to provide fuel deliveries to British Embassy in Baghdad and residential properties for the use by generators and vehicles.

## 3. Scope of Work

The Contractor will have the capacity both in storage, vehicle transport and staffing to deliver fuel:

- 3.1 As per the delivery schedule; and
- 3.2 Provide emergency top-up delivery to specific properties on request of the Authority.

**Emergency Delivery** will be made within 5 working days of a request of the Authority in writing, while planned/pre-scheduled deliveries will take place within 10 working days of receipt of request.

Fuel deliveries to be invoiced and delivered as per litres required not by truckload, and the contractor will ensure a metered truck is calibrated on a quarterly basis (records to be provided to the Authority) to track fuel amounts delivered to each property (not per day).

4. Locations and Capacity

Region	Storage Capacity (Litres)
British Embassy Baghdad, International Zone (specific delivery instructions to be confirmed to successful bidder)	Quarterly estimate of 45,000 litres (yearly of 180,000)

## 5. SCHEDULE OF REQUIREMENT

- 5.1 The British Embassy in Baghdad requires a fuel supplier/s to provide DF2 Fuel. The two (2) main uses for this fuel are as follows:
- 5.1.1 Used to supply REDACTED standby generators, which feed the compound with power during city power failure. The city power is not reliable during summer and other times of the year.
- 5.1.2 Used to fill the armoured vehicles. The Embassy has REDACTED armoured vehicles for transportation and evacuation purposes.

#### **REDACTED**

## The fuel requirements for these generators are as follows:

REDACTED

#### 6. EQUIPMENT AND SERVICES REQUIRED

- 6.1 The bidder shall be required, at his own cost, to provide, use and maintain the following equipment:
  - 6.1.1 Fuel tanks.
  - 6.1.2 Spill kit.
  - 6.1.3 Fuel safety shoes (SP3 static boots)
  - 6.1.4 Goggles
  - 6.1.5 Gloves.

## **SERVICES REQUIRED AT ALL LOCATIONS**

- 6.2 The bidder shall be required, at his own cost, to perform the following services:
  - 6.2.1 Shale test.
  - 6.2.2 Density test.

#### 7. Customer Care

7.1 All staff related to this contract should be security cleared by the Authority. Any staff that are to be utilised as temporary replacements should also come from security cleared staff only.

- 7.2 The Contractor shall follow best practice principles in their contact with the Authority. This includes, but is not limited to:
- 7.2.1 All staff under the duty of care of the Contractor must be prepared to show proof of identity when conducting a delivery as this may be requested by the Authority on an ad-hoc basis.
- 7.2.2 Staff shall work as quietly as possible and take steps to minimise disruptions;
- 7.2.3 The Contractor will adhere to times set for works to be completed and if due to unavoidable circumstance, shall inform the Authority within 24 hours on a rescheduled date and time to complete the services.
- 7.3 The Contractor will adopt high standards of customer service. Notables in this will include:
- 7.3.1 No use of mobile phones, or other devices, whilst delivery is taking place.
- 7.3.2 No taking of photographs
- 7.3.3 No smoking

## 8. Complaint and Problem Resolution

- 8.1 The Contractor shall provide a system for the Authority to raise complaints and respond to the same within the agreed Service Level Agreement time frames.
- 8.2 If the Contractor identifies a potentially dangerous problem they shall provide a detailed report of the same and hand it in the same working day and if an authorised officer of the Authority becomes aware of a potentially dangerous situation he/ she shall report and get a response within the same day.
- 8.3 If in the opinion of the Contractor, an item or equipment is considered to be beyond economic repair, a written report must be submitted to Authority within 3 days.
- 8.4 If the Contractor identifies equipment as becoming obsolete and requiring complete overhaul or the equipment is likely to fail the next inspection test outside the terms of the contract, a separate report shall be submitted by the contractor with an estimate of the cost of the complete replacement within 7 days of inspection.
- 8.5 **Emergency and Priority Response** times which relate to all requirements categorised as Urgent Delivery, will be prioritised into:
  - Emergency Response (at any time) will be maximum 5 working day response.
    Instruction might be first passed on via phone, followed by a written confirmation.
  - Priority Response will be attended to within 8 working days. This will be advised via written confirmation.

#### 9. Security and Access

- 9.1 It is the responsibility of the Contractor to obtain and maintain the necessary licensing and documentation, including but not limited to a NOC Letter, required to gain access and approval to the International Zone and Green Zone. The British Embassy in Baghdad cannot assist or provide access but will help the Contractor in situations of extremis. Failure to gain access to the International Zone and Green Zone may result in the Contractor scoring negatively against delivery associated KPIs.
- 9.2 Access to the grounds of the Authority will only be permitted upon approval, requested with at least 24 hours' notice. The Contractor must confine his staff to the areas of working only.
- 9.3 The process for delivery will be anticipated as follows (note this may change if the Authority deems it necessary):
  - 9.3.1 The Authority notifies the contractor within agreed request timelines & confirms which category (planned or emergency) the order falls into
  - 9.3.2 The Contractor confirms receipt of order and an anticipated delivery date.

- 9.3.3 Within 24 hours of delivery the contractor gives notice of time of arrival.
- 9.3.4 The Authority meets the contractor at the drop off location to inspect and assure delivery
- 9.3.5 The Contractor delivers the fuel into the compound.
- 9.3.6 The Authority confirms receipt of delivery.

#### 10. Site Tidiness

- 10.1 It shall be the responsibility of the Contractor to ensure that the areas of working are kept in good order, as found and that any arising from the delivery are removed from site.
- 10.2 The Contractor will be charged for any damage resulting from their or their staff negligence and/or failure to provide adequate means of protection and / or failing to follow Health & Safety policies and requirements.
- 10.3 The Contractor will ensure the supply and availability of a spill kit that is suitable for diesel spills.

## 11. Safe Systems of Work

11.1The Contractor shall, before commencement of providing the service provide the following Safe Systems of Work documentation for review by the client including:

#### 11.1.1 A Method Statement:

- A method statement that detail how each individual task relating to the service shall be performed. These Method Statements shall be briefed to and understood by all operatives involved with the task.
- An auditable system shall be put in place and maintained by the supplier to ensure operatives involved in the service tasks understand the Method Statements and have ready access to them.
- The Method Statements shall be produced by a person whom is competent to do so and has sufficient knowledge of the task they relate to.
- The Method Statements shall be reviewed periodically or in the event of an incident and made available to the client for inspection at any time.

## 11.1.2 Risk Assessment:

- A comprehensive Risk Assessment for each task associated with the service will be produced that is robust, suitable and specific to the task. These Risk assessments shall be briefed to and understood by all operatives involved with the task.
- An auditable system shall be put in place and maintained by the supplier to ensure operatives involved in the service tasks understand the Risk Assessments and have ready access to them.
- The Risk Assessments shall be produced by a person whom is competent to do so and has sufficient knowledge of the task assessed for risk.
- The Risk Assessments shall be reviewed periodically or in the event of an incident and made available to the client for inspection at any time.

## 12. Personal Protective Equipment

- 12.1 The Contractor will supply all staff under its duty of care with appropriate Personal Protective Equipment (PPE) to conduct their work in full compliance with Health & Safety Procedures.
- 12.2 The Contractor will ensure all necessary PPE, including but not limited to fuel safety shoes (SP3 static boots), goggles and gloves, and tools shall be safe to use and well maintained and serviced in line with all applicable Iraqi Government rules and regulations.
- 12.3 The Contractor shall take measures to ensure that all staff have suitable PPE throughout the duration of the Contract and in any action related to the Contract, including acquiring, transporting and delivering fuel.

## 13.1 The Contractor sh

13.1 The Contractor shall be required to attend quarterly meetings with the Authority to review the running of the contract, performance of the Contractor and to resolve any contractual issues.

## 14. Health and Safety

- 14.1 The Authority expects all Staff and Contractors working on the Diplomatic Estate to observe the Foreign Commonwealth and Development Office Health and Safety Policies, the Foreign, Commonwealth and Development Office Electrical Safety Regulations and other safety regulations that are relevant to their scope of works. The Authority also anticipates all Staff and Contractors to follow all relevant Iraqi in country regulations and guidelines whilst performing this Contract.
- 14.2 The Contractor shall be liable for and shall indemnify the FCDO against loss, liability, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of any negligence, omission or default of the Service Provider, their servants or agents or of any Sub-Contractor employed by them.

## 15. Disclosure of Information and Transparency

15.1 The Contractor shall not disclose any information relating to the contract or the Authority's activities.

## 16. Crisis Response/Security of Supply

16.1 During times of crisis or emergencies the contractor must ensure security of supply. The supplier should provide evidence once a year of their security and assurance of supply plan(s) for review by the British Embassy in Iraq. The plan(s) should ensure security and assurance of supply in all reasonably anticipated circumstances, including full visibility of the supply chain, with a risk assessment and mitigations.

## 17. Organisational Requirements

17.1 The Contractor must be registered with the appropriate local authorities and have a license from the General Organization for the Distribution of Petroleum Products to conduct their obligations under the Contract. The Contractor must hold all relevant licenses and registration in validity for the duration of the Contract.

## Appendix A - FCDO Policies

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