

# **Framework Agreement: DFFS/5085**

## **Terms and Conditions of Framework Agreement**

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**SCHEDULE OF REQUIREMENTS**

<b>Name and Address of Tenderer</b> BP Singapore Pte Limited, 1 Harbourfront Avenue, #02-01 Keppel Bay Tower, Singapore, 098632	<b>MINISTRY OF DEFENCE</b>	<b>Framework Agreement</b>  <b>DFFS/5085</b>
	<b>Schedule of Requirements for The Supply of Fuel to Singapore</b>	
<b>Issued With DEFFORM 8 – Offer of Contract Letter</b>		<b>Previous Contract No</b> <b>DFFS/5012</b>

**Requirements**

Item Number	Description	Notes to Framework Provider	Framework Provider Premium USD (\$) Ex VAT 13 Jan 2017- 12 Jan 2018	Framework Provider Premium USD (\$) Ex VAT 13 Jan 2018- 12 Jan 2019	Framework Provider Premium USD (\$) Ex VAT 13 Jan 2019- 12 Jan 2020	Framework Provider Premium USD (\$) Ex VAT 13 Jan 2020- 12 Jan 2021
1	FUEL NAVAL DISTILLATE, Bulk F-76	Estimated annual requirement - 150,000 m3.	[Commercially Sensitive]	[Commercially Sensitive]	[Commercially Sensitive]	[Commercially Sensitive]
2	TURBINE FUEL, AVIATION: High flash type with FSII, Bulk. F-44 or JP5	Estimated annual requirement - 42,000 m3.	[Commercially Sensitive]	[Commercially Sensitive]	[Commercially Sensitive]	[Commercially Sensitive]

## SUPPLY OF FUEL TO SINGAPORE FRAMEWORK AGREEMENT – 5085

**THIS FRAMEWORK AGREEMENT** is dated 13 January 2017.

### **BETWEEN:**

(1) The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (the “Authority”); and

(2) BP Singapore Pte Limited (the “Framework Provider”)

(each a “Party” and together the “Parties”)

### **General Conditions**

#### **1. Defence Conditions (DEFCONS) and Defence Forms (DEFORMS)**

DEFCON 5J (Edn. 18/11/16) – Unique Identifiers  
 DEFCON 68 (Edn. 02/16) - Supply of Data for Hazardous Articles, Materials and Substances  
 DEFCON 76 (Edn. 12/06) – Contractor’s Personnel At Government Establishments  
 DEFCON 90 (Edn. 11/06) – Copyright  
 DEFCON 129J (Edn. 18/11/16) – The Use Of Electronic Business Delivery Form  
 DEFCON 501 (Edn. 08/16) - Definitions and Interpretations  
 DEFCON 502 (Edn. 06/14) – Specifications Changes  
 DEFCON 503 (Edn. 12/14) - Formal Amendments to Contract  
 DEFCON 507 (Edn. 10/98) – Delivery  
 DEFCON 514 (Edn. 08/15) – Material Breach  
 DEFCON 515 (Edn. 10/04) - Bankruptcy and Insolvency  
 DEFCON 516 (Edn. 04/12) - Equality  
 DEFCON 518 (Edn. 11/12) - Transfer  
 DEFCON 520 (Edn. 08/15) - Corrupt Gifts and Payments of Commission  
 DEFCON 521 (Edn. 04/12) - Sub-Contracting to Supported Businesses  
 DEFCON 522 (Edn. 18/11/16) – Payment and Recovery of Sums Due  
 DEFCON 524 (Edn. 10/98) – Rejection

Note: For the purpose of this Framework Agreement and any Call-Off Contracts pursuant to it, paragraph 7 of DEFCON 524 shall read:

*The Contractor may object in writing to a notification of rejection by the Authority within the period specified at Clause 4. If the objection is not resolved within a reasonable time, it shall be treated as a dispute within the meaning of DEFCON 530 or DEFCON 530A, as applicable.)*

DEFCON 525 (Edn. 10/98) - Acceptance  
 DEFCON 526 (Edn. 08/02) - Notices  
 DEFCON 527 (Edn. 09/97) - Waiver  
 DEFCON 528 (Edn. 05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Commercial Officer of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be

placed, the Contractor shall advise the Commercial Officer to this effect in the same timescale.

DEFCON 528 App - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences  
 DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)  
 DEFCON 531 (Edn. 11/14) - Disclosure of Information  
 DEFCON 532A (Edn. 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)  
 DEFCON 534 (Edn. 18/11/16) – Subcontracting and Prompt Payment  
 DEFCON 537 (Edn. 06/02) - Rights of Third Parties  
 DEFCON 538 (Edn. 06/02) - Severability  
 DEFCON 539 (Edn. 08/13) - Transparency  
 DEFCON 550 (Edn. 02/14) – Child Labour and Employment Law  
 DEFCON 566 (Edn. 10/16) - Change of Control of Contractor  
 DEFCON 602B (Edn. 12/06) – Quality Assurance (without Deliverable Quality Plan)  
 DEFCON 609 (Edn. 06/14) – Contractor’s Records  
 DEFCON 612 (Edn. 10/98) – Loss Of Or Damage To The Articles  
 DEFCON 620 (Edn. 06/14) - Contract Change Control Procedure  
 DEFCON 621B (Edn. 10/04) – Transport (If Contactor Is Responsible For Transport)  
 DEFCON 627 (Edn. 12/10) – Quality Assurance-Requirement For A Certificate Of Conformity  
 DEFCON 630 (Edn. 03/15) - Framework Agreements  
 DEFCON 642 (Edn. 06/14) – Progress Meetings  
 DEFCON 646 (Edn. 10/98) – Law And Jurisdiction (Foreign Suppliers)  
 DEFCON 656A (Edn. 08/16) – Termination for Convenience – Under £5M  
 DEFCON 656B (Edn. 08/16) – Termination for Convenience – Over £5M  
 DEFCON 670 (Edn. 07/14) - Tax Compliance

## DEFENCE FORMS

DEFFORM 10B (Edn.03/14) – Acceptance of Offer of Amendment to Contract  
 DEFFORM 30 (Edn. 04/15) – The Electronic Transaction Agreement  
 DEFFORM 68 (Edn. 06/15) – Hazardous Articles, Materials or Substances Statement by the Contractor.  
 DEFFORM 111 (Edn. 02/16) – Appendix – Addresses and Other Information

## 2. Definitions

2.1 In addition to the definitions stated in DEFCON 501 and DEFCON 630 the following definitions shall apply to this Framework Agreement:

**“Accurate Invoice”** means an invoice submitted by the Framework Provider in accordance with Special Condition 12.4 and 12.5 using the calculations detailed in Special Condition 11 that the Authority confirms in writing is accurate.

**“All Fast Alongside”** means the point at which all necessary mooring lines have been attached and the Vessel fully secured.

**“Annex”** or **“Annexes”** means, except where it is expressly stated to the contrary, the Annexes to this Framework Agreement.

**“ASTM D155”** is an American National Standard detailing the test method for colour of lubricating oil and petrolatum by means of ASTM Union Colorimeter”

**“Authorised Demander(s)”** as defined in DEFCON 630, means those Representatives of the Authority listed at paragraph 6 of the StOR at Annex A.

**“Bill of Lading” (BoL)** means a document which confirms receipt of the Fuel on board the receiving Vessel. The BoL details the type, volume and the destination of the Fuel being carried.

**“Bill of Lading Date”** means the date of issuance of the BoL which shall be the date that the Vessel has completed loading the Fuel at the refinery, as per the relevant Call-Off Contract.

**“Biodiesel”** An alternative Fuel produced from straight vegetable oil, animal oil/fats, tallow and waste cooking oil via transesterification.

**“Certificate of Quality” (CoQ)** means a certificate, as detailed in the StOR at Annex A, that is prepared by the Framework Provider or originator of the Fuel and attests that the Fuel to be supplied is in full compliance with the relevant Fuel specification and fully traceable to the batch of Fuel refined.

**“Call-Off Contract”** means a specified Contract for the supply of Fuel made between the Authority and the Framework Provider pursuant to the provisions of the Framework Agreement. A template Call-Off Contract is at Annex B. Call-Off Contracts awarded under this Framework Agreement will be for one-off deliveries.

**“Commercial Officer”** means the person identified at Box 1 of DEFFORM 111– Appendix 1 to the Framework Agreement.

**“Conversion Factor”** means the FIRM element used in calculating the Unit Price that reflects the conversion of the price of Fuel from US\$ per barrel to the price of Fuel in US\$ per 1000 litres (m<sup>3</sup>) as provided in Special Condition 11.4.

**“CCS”** means the Crown Commercial Service, an executive agency sponsored by the Cabinet Office.

**“Days Early”** means the number of days earlier than 30 that the Authority pays the Framework Provider for each Call-Off Contract used to calculate the Early Payment Discount in accordance with Special Condition 11.8.

**“DEFCON”** is a Defence Condition stipulated by the Authority which shall apply to the Framework Agreement and to Call-Off Contracts within the Framework Agreement. The latest version of the DEFCONs can be viewed at <https://www.gov.uk/guidance/acquisition-operating-framework>.

**“DEFFORM”** is a Defence Form which the Framework Provider is required to complete as required. DEFFORMs can be accessed at: [https://www.gov.uk/guidance/acquisition-operating- framework](https://www.gov.uk/guidance/acquisition-operating-framework).

**“Delivery Duty Paid (DDP)”** has the meaning given to it in the latest version of the International Commercial Terms (Incoterms®) subject to Special Condition 20.

**“Delivery Window”** means the period within which the Framework Provider shall supply Fuel as specified on each Call-Off Contract. This period will be between 0800hrs on a Monday and 1159hrs on a Friday. All times specified will be Singapore local.

**“Demurrage”** is a charge required to be paid by either the Authority or the Framework Provider for the delay of a Vessel beyond its scheduled time of arrival and/or departure, which is attributable to the other Party.

**“Early Payment Discount”** means the discount that the Authority will apply to invoices paid within 30 calendar days of receipt of an Accurate Invoice. Special Conditions 11 and 12 refer.

**“Fatty Acid Methyl Ester”** A type of fatty acid ester derived by transesterification of fats with methanol which can be used as an alternative fuel.

**“FIRM”** means those elements used to calculate the Unit Price that will remain the same for any Call-Off Contracts placed during the Framework Agreement Term.

**“Framework Agreement Commencement Date”** means the 13 January 2017.

**“Framework Agreement Expiry Date”** means the 12 January 2021.

**“Framework Agreement Term”** means the period of the Framework Agreement from the Framework Agreement Commencement Date until the Framework Agreement Expiry Date.

**“Framework Provider”** means the Supplier appointed as the Framework Provider under this Framework Agreement and any pursuant Call-Off Contract(s)

**“Framework Provider Premium”** means the FIRM element used to calculate the Unit Price for each Call-Off Contract which includes all of the Framework Providers costs to deliver the Fuel and the Framework Providers profit margin as shown on the Schedule of Requirements (DEFFORM 110).

**“Fuel”** means the Articles as detailed in the Schedule of Requirements (DEFFORM 110) and as specified at Annex A, the Statement of Requirement (StOR).

**“Fuel Volume”** means the volume of Fuel agreed on the BoL, subject to Special Condition 9.7.

**“International Commerce Terms (Incoterms®)”** means the rules that explain a set of three-letter domestic and international trade terms reflecting business-to-business practice. They can be found at <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/>

**“Independent Inspector”** means an independent individual, appointed by the Authority who will obtain Fuel samples, in accordance with the StOR at Annex A, who shall not be an employee of the Authority, Framework Provider, Vessel or refinery.

**“International group P&I Club”** means one of the thirteen mutual P&I associations found at <http://www.igpandi.org/>

**“International Safety Guide for Oil Tankers and Terminals (ISGOTT)”** is a document published by the International Chamber of Shipping (ICS), the 'International Oil Tanker and Terminal Safety Guide' and the Oil Companies International Marine Forum (OCIMF). The document provides operational advice to directly assist personnel involved in tanker and terminal operations, including guidance on, and examples of, certain aspects of tanker and terminal operations and how they may be managed. It is not a definitive description of how tanker and terminal operations are conducted, however is recognised as a general industry recommendation and it is advised that a copy of ISGOTT is kept and used onboard every tanker and in every terminal so that there is a consistent approach to operational procedures and shared responsibilities for operations at the ship/shore interface.

**“International Ship and Port Facility Security (ISPS) Code”** is an amendment to the SOLAS Convention regarding minimum security arrangements for ships, ports and government agencies; it prescribes responsibilities to governments, shipping companies, shipboard personnel, and port/facility personnel to "detect security threats and take preventative measures against security incidents affecting ships or port facilities used in international trade".

**“Invoice Value”** The value shown on the Framework Providers Accurate Invoice having multiplied the Unit Price by the Fuel Volume in accordance with Special Condition 11.7.

**“IP387 Procedure A Filter Blocking Tendency”** means the Energy Institute's (historically Institute of Petroleum) authorised test method to determine the degree of particulate contaminant within Fuel, i.e. its tendency to block a filter.

**“Law”** means any Law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of Law, or directives or requirements of any regulatory body with which the Framework Provider is bound to comply.

**“Laytime”** means the amount of time allowed (in hours or days) for the loading and unloading of Fuel.

**“LIBOR”** is a benchmark rate that some of the world's leading banks charge each other for short-term loans. It stands for Intercontinental Exchange London Interbank Offered Rate and serves as the first step to calculating interest rates on various loans throughout the world.

**“LIBOR Figure”** means the latest published 1 month US\$ LIBOR interest rate plus (+) 1% expressed as a percentage (%), in accordance with Special Condition 11.8.

**“Managing Agent”** means an entity acting on behalf of the Authority in the management of the Framework Agreement.

**“Master of the Vessel”** means the person in charge of all aspects of a Vessel's operation whilst at sea and in port; they are responsible for (but not limited to) overseeing activities such as the loading and unloading of cargo, repair and maintenance work, budgeting and the receipt and transmission of information, navigation and all other activities essential to the safe, efficient and effective running of a Vessel.

**“NOR - Notice of Readiness”** is a document issued by the Framework Provider notifying the Authority that the Vessel has arrived and is ready in all respects to commence discharge of the Fuel.

**“Platts Index”** means the Platts Marketscan code appropriate for the fuel type which shall be used to calculate the price of Fuel, in accordance with Special Condition 11.9.

**“Platts Marketscan”** means a source of benchmark price assessments in the physical energy markets.

**“Platts Price”** means the price of the Fuel, determined by Platts Marketscan, as calculated in accordance with Special Condition 11.4.

**“Project Manager”** means the person identified at Box 2 of DEFFORM 111–Appendix 1 to the Framework Agreement.

**“Protection and Indemnity Insurance”**, more commonly known as **“P&I”** insurance, is a form of mutual maritime insurance provided by an International group P&I Club.

**“Purchase to Payment (P2P)”** means the Authority's mandated strategic purchasing tool. It enables electronic ordering, receipting and invoicing.

**“Q88”** means a Vessel chartering questionnaire used by Vessel owners and commercial operators to provide the classification and specification for individual Vessels.

**“Safety of Life at Sea Regulations (SOLAS) Convention”** is an international treaty concerning the safety of merchant ships. The main objective of the SOLAS

Convention is to specify minimum standards for the construction, equipment and operation of ships, compatible with their safety. Flag states are responsible for ensuring that ships under their flag comply with its requirements, and a number of certificates are prescribed in the Convention as proof that this has been done. Control provisions also allow contracting governments to inspect ships of other contracting states if there are clear grounds for believing that the ship and its equipment do not substantially comply with the requirements of the Convention - this procedure is known as port state control.

**“Shipping Agent”** means any person or company that carries out the functions of an agent with respect to port, cargo or chartering agency services.

**“Special Condition(s)”** means, except where it is expressly stated to the contrary, the paragraphs detailed in the Terms and Conditions of the Framework Agreement.

**“STANAG 3149”** means Standardisation Agreement 3149 Minimum Quality Surveillance for Fuels published by the North Atlantic Treaty Organisation (NATO). A copy of this document can be provided to the Framework Provider on request from the Commercial Officer.

**“Statement of Requirement (StOR)”** means the document at Annex A, detailing the Authority’s requirement.

**“Synthetic Fuel”** any fuel derived from an alternate fuel which does not include fuels derived from petroleum or natural gas.

**“Terms and Conditions”** means the terms of the Framework Agreement, inclusive of the general conditions (DEFCONs and DEFFORMs), the Special Conditions and the Annexes.

**“Total Price”** means the total price payable by the Authority to the Framework Provider for each individual Call-Off Contract as calculated in accordance with Special Condition 11.7.

**“Unit Price”** means the price applicable per 1000 litres of Fuel supplied under each Call-Off Contract in US\$ per m<sup>3</sup>, as calculated in accordance with Special Condition 11.4.

**“VARIABLE”** means those elements used to calculate the Unit Price and the Total Price that are subject to change for each Call-Off Contract.

**“Vessel”** means the Framework Provider’s own or chartered Vessel which will deliver the Fuel to the delivery location specified by the Authorised Demander in the Call-Off Contract.

References in DEFCONs to **Contract** shall denote this Framework Agreement and the **Contract** formed with any pursuant Call-Off Contracts.

## Special Conditions

### 3. Scope of the Requirement

- 3.1. This Framework Agreement governs the relationship between the Parties in respect of the provision of Fuel to Singapore.
- 3.2. The range of Fuels to be supplied by the Framework Provider to the Authority under this Framework Agreement shall be those detailed on the Statement of Requirement (StOR) at Annex A. The Authority shall not be bound to accept any fuel types

supplied by the Framework Provider other than those detailed on the Statement of Requirement (StOR) at Annex A.

#### **4. Duration**

- 4.1. The Framework Agreement shall take effect from the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of the Framework Agreement or otherwise by operation of Law, until the Framework Agreement Expiry Date.
- 4.2. Upon termination or expiry of the Framework Agreement no new Call-Off Contracts shall be placed.
- 4.3. Call-Off Contracts placed within the Framework Agreement Term may be completed after the Framework Agreement Expiry Date.

#### **5. Precedence**

- 5.1. In the event of conflict between the Terms and Conditions of the Framework Agreement, or any Call-Off Contract, or the Framework Agreement Annexes or any other associated documents, the Terms and Conditions of the Framework Agreement shall take precedence, in accordance with DEFCON 501.
- 5.2. In the event of conflict between the DEFCONs (other than DEFCON 537) and Special Conditions, the Special Conditions shall take precedence.
- 5.3. Where the Framework Provider believes a conflict exists within the Framework Agreement, he shall bring this to the attention of the Authority at the earliest opportunity for consideration.
- 5.4. In all cases of a conflict between the Terms and Conditions of the Framework Agreement, or any Call-Off Contracts, or the Framework Agreement Annexes or any associated documents the Authority shall discuss these matters with the Framework Provider with a view to resolving the issues; however the Authority's decision shall be final and conclusive in all matters.
- 5.5. The Framework Provider agrees that any other terms and conditions or any general reservations, which may be printed on any of the Framework Provider's correspondence, shall not be applicable to this Framework Agreement.

#### **6. Warranties and Representations**

- 6.1. The Framework Provider warrants, represents and undertakes to the Authority that:
  - 6.1.1. it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Framework Agreement;
  - 6.1.2. this Framework Agreement is executed by a duly authorised representative of the Framework Provider;
  - 6.1.3. in entering this Framework Agreement it has not committed any fraud;
  - 6.1.4. in entering this Framework Agreement it has not committed or agreed to commit a prohibited act including any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
  - 6.1.5. in entering this Framework Agreement it has no knowledge, that:
    - 6.1.5.1. in connection with it, any money or other inducement has been, or will be, paid to any person working for or engaged by the

Authority or any other public body or any person engaged or employed by or on behalf of the Authority in connection with this Framework Agreement; and

- 6.1.5.2. an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Authority before execution of this Framework Agreement;
- 6.1.6. this Framework Agreement shall be performed in compliance with all Laws (as amended from time to time) and all applicable standards;
- 6.1.7. as at the Framework Agreement Commencement Date, all information, statements and representations contained in the tender for the Fuel are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority prior to execution of the Framework Agreement and it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the tender shall be deemed repeated in this Framework Agreement;
- 6.1.8. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under this Framework Agreement;
- 6.1.9. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement;
- 6.1.10. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Framework Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Framework Provider's assets or revenue;
- 6.1.11. it owns, has obtained or is able to obtain valid licences for all intellectual property rights that are necessary for the performance of its obligations under this Framework Agreement and shall maintain the same in full force and effect.
- 6.2. The Framework Provider also warrants, represents and undertakes to the Authority that:
- 6.2.1. in the three (3) years prior to the Framework Agreement Commencement Date (or from when the Framework Provider was formed if in existence for less than three (3) years prior to the Framework Agreement Commencement Date):
- 6.2.1.1. it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- 6.2.1.2. it has been in full compliance with all applicable securities and tax Laws and regulations in the jurisdiction in which it is established; and
- 6.2.1.3. it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under this Framework Agreement; and

6.3. For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Framework Provider which constitutes a material breach.

6.4. The Framework Provider acknowledges and agrees that:

6.4.1. the warranties, representations and undertakings contained in this Framework Agreement are material and are designed to induce the Authority into entering into it; and

6.4.2. the Authority has been induced into entering into this Framework Agreement and in doing so has relied upon the warranties, representations and undertakings contained herein.

## **7. Compliance with the Electronic Transactions Agreement**

7.1. The Authority and the Framework Provider shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference MOD/BP Singapore Pte Limited/Corp. DEFFORM 30 (Edn 04/15) dated 5 August 2016.

## **8. Specification of Fuel**

8.1. Fuel to be supplied under this Framework Agreement shall comply in all respects with the specification at Table 1 and detailed at para 3 in the Statement of Requirement (StOR) at Annex A.

## **9. Volumes**

9.1. The estimated annual volumetric requirement is detailed in Table 2 in the Statement of Requirements (StOR) at Annex A for information only. The Authority does not bind itself to order any quantity of any Fuel under this Framework Agreement.

9.2. All Fuel Volumes shall be accounted for at 15°C.

9.3. The Framework Provider has the right to deliver Fuel within +/- 2% of the total volume ordered by the Authority on each Call-Off Contract.

9.4. The Authority reserves the right to reject part or all of the volume of Fuel ordered at the point at which it is received, when the volume delivered by the Framework Provider is out with the tolerance of +/- 2% of the total volume ordered.

9.5. The Authority will not be bound to pay for the total volume ordered, if the actual volume received does not match the volume ordered as per Special Condition 9.3.

9.6. The Authority will pay against the volume represented on the Bill of Lading (BoL) subject to Special Condition 9.7.

9.7. The Authority will measure the volume of Fuel into the shore tanks by taking shore tank dips and verifying these with an Independent Inspector. If the volume measured into the shore tank varies by greater than - 0.2% to that on the Bill of Lading (BoL) the Authority will only pay for that figure represented by the shore tank dips.

## **10. Call-Off Contract Procedure**

10.1. Call-Off Contracts shall be placed by the Authority's Authorised Demanders in accordance with paragraph 6 and 7 of the Statement of Requirement (StOR) at Annex A.

10.2. The Terms and Conditions of the Framework Agreement will apply to all Call-Off Contracts placed during the Framework Agreement Term.

## 11. Pricing

- 11.1. For each Call-Off Contract a Unit Price (**UP**) shall be calculated on the basis of a VARIABLE element and two FIRM elements using the calculation detailed at Special Condition 11.4.
- 11.2. The VARIABLE element to determine the Unit Price shall be:
- 11.2.1. The Platts Price (**PP**) – this is the price for the basic product(s) cost and shall be subject to changes in the relevant published Platts Marketscan prices.
- 11.3. The FIRM elements to determine the Unit Price shall remain unchanged for the period of the Framework Agreement and shall be:
- 11.3.1. The Conversion Factor (**CF**) - this element reflects the conversion of the price of Fuel from US\$ per barrel to the price of Fuel in US\$ per 1000 litres (m<sup>3</sup>).
- 11.3.2. The Framework Provider Premium (**FPP**) – this element is the premium as detailed in the SOR, including all of the Framework Provider costs to deliver the Fuel and the supplier profit margin.
- 11.4. The method of calculation of the Unit Price for each Call-Off Contract shall be as follows:

$$\mathbf{UP = (PP \times CF) + FPP}$$

Where:

**UP** = The Unit Price – The price applicable per 1000 litres of Fuel supplied under each Call-Off Contract in US\$ per m<sup>3</sup>.

**PP** = The Platts Price - Each business day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index for each Fuel type is detailed at Special Condition 11.9. The Platts Price shall be calculated by taking the average of the published 'mean' figures for the relevant Platts Index for the 5 days centred on the BoL date (2 days before BoL date, BoL date, 2 days after BoL date). In the event that the BoL date is a Saturday; the 5 days shall be Wed, Thurs, Fri, Mon, Tue. If the BoL date is a Sunday; the 5 days shall be Thurs, Fri, Mon, Tue, Wed. In the event that the BoL date is a Bank Holiday; the 5 days shall be the published 2 days prior to loading and the published 3 days after loading.

**CF** = Conversion Factor – **6.2898**, where 6.2898 barrels = 1000 litres (1M<sup>3</sup>)

**FPP** = Framework Provider Premium – The Framework Provider Premium used shall be that listed on the Schedule of Requirements - DEFFORM 110 for the relevant Fuel type.

- 11.5. The Total Price (**TP**) is the amount payable to the Framework Provider for each Call-Off Contract and will be determined by using three VARIABLE elements in the calculation at Special Condition 11.7.
- 11.6. The VARIABLE elements to determine the Total Price shall be:
- 11.6.1. The Unit Price (**UP**)
- 11.6.2. The Fuel Volume (**V**) - the volume of Fuel delivered in accordance with the BoL, subject to Special Condition 9.7.
- 11.6.3. The Early Payment Discount (**EPD**) – The discount provided to the Authority for payment prior to the 30 day point calculated using the Financial Times published annualised US\$ LIBOR rate under the heading (1 month US\$ LIBOR interest rate), plus 1%. The **EPD** will be calculated in accordance with Special Condition 11.8
- 11.7. The method of calculation of the Total Price for each Call-Off Contract shall be as follows:

$$\mathbf{TP = (UP \times V) - EPD}$$

- 11.8. The method of calculation of the Early Payment Discount for each Call-Off Contract shall be as follows:

$$\text{EPD} = (\text{I} \times \text{LF}) \times (\text{DE} / \text{DY})$$

Where:

**I** = Invoice Value – The value of the Framework Providers, Accurate Invoice having multiplied the Unit Price by the Fuel Volume in accordance with Special Condition 11.7.

**LF** = LIBOR Figure – The latest published annualised US\$ LIBOR rate at the time of invoice + 1% expressed as a percentage (%).

**DE** = Days Early – The number of days earlier than 30 that the Authority pays the Framework Provider for each Call-Off Contract. The Authority will confirm receipt of an Accurate Invoice submitted by the Framework Provider in writing. The Authority will then raise a purchase order on P2P for the Total Price of the Call-Off Contract including the EPD. The next business day following the confirmation in writing of the Framework Providers Accurate Invoice will be used in determining the number of Days Early to be used in the EPD calculation.

**DY** = Days in the Year = the number of days in the calendar year in which the Authority has confirmed in writing the receipt of an Accurate Invoice from the Framework Provider. For the avoidance of doubt this will be 365 days in each year within the Framework Agreement Term excepting 2020 for which it will be 366.

- 11.8.1. An example of the Early Payment Discount calculation is as follows:

Invoice Value = \$9,000,000

Number of Days Early = 12

US\$ LIBOR = 0.20220 plus 1% = 1.20220%

Early Payment Discount =  $(9,000,000 \times 1.20220\%) \times (12/365) = \$108,198 \times 0.0328767 = \$3,557.19$

- 11.9. The Platts indices to be used in calculating the variable element of the Unit Price for each Fuel type shall be as follows:

F-76 - (POABC00) FOB Singapore Gasoil

F-44 or JP5 - (PJABF00) FOB Singapore Kerosene

- 11.10. The Total Price shall be in US\$ and worked to two decimal places using conventional rounding.

## 12. Submission of Invoices

- 12.1. The Authority shall use its P2P system to make payment. Due to the tolerance in volumes and applicability of the Early Payment Discount, the Authority and Framework Provider are required to carry out the P2P actions retrospectively. The Framework Provider shall submit an email copy of a "NOT FOR PAYMENT" invoice to the Authority to enable the Authority to raise an order, retrospectively on P2P. The Authority will review the invoice and calculate the Early Payment Discount. Following agreement between the Authority and Framework Provider of the Early Payment Discount and value on the "NOT FOR PAYMENT" invoice the Authority shall raise a purchase order on P2P and inform the Framework Provider that this action has been completed. The Framework Provider shall then be required to submit an invoice via P2P that will match the purchase order on P2P. An Early Payment Discount will be applied to all payments made by the Authority under this Framework Agreement in accordance with Special Condition 11.8. For each day within the 30 day payment period that the Authority pays early a discount to the Accurate Invoice will apply.

- 12.2. The 30 day period shall commence in accordance with 12.2.1 and 12.2.2 and written confirmation shall be provided to the Framework Provider by the Authority:

- 12.2.1. on the same day that an Accurate Invoice is received, providing the Accurate Invoice is received before 1200hrs (UK local time) on a business day; or
- 12.2.2. the next business day following receipt of an Accurate Invoice if the Accurate Invoice is received on or after 1200hrs (UK local time) on the day of receipt, or if the day of receipt is not a business day.
- 12.3. The value shown on the invoice shall be in US Dollars to the nearest 2 decimal places.
- 12.4. The invoice submitted shall clearly specify:
- 12.4.1. delivery date;
  - 12.4.2. Fuel type;
  - 12.4.3. volume (m<sup>3</sup>) delivered and receipted;
  - 12.4.4. Unit Price in US \$ dollars per m<sup>3</sup>; and
  - 12.4.5. Total Price
- 12.5. All invoices shall be accompanied by the following required supporting documentation to confirm the volume of Fuel invoiced:-
- 12.5.1. The Bill of Lading certified by the Authority. The Bill of Lading Date shall be the date that the delivery Vessel has completed loading.
- 12.6. The date of the invoice will be no earlier than the date of delivery.
- 12.7. Invoices shall be sent by e-mail to:
- [DESLDProgMgt-DFAP-FCMO@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO@mod.uk)

### **13. Payment**

- 13.1. During the Framework Agreement Term the Authority will use its P2P, electronic purchasing to make payment. Details can be found at: [www.d2btrade.com](http://www.d2btrade.com)
- 13.2. Payment shall be made via P2P in accordance with the procedure detailed at Special Condition 12 (Submission of Invoices), DEFCON 522J and Special Condition 7.1.
- 13.3. Payment shall be made in US \$ Dollars to 2 decimal places.

### **14. Delivery Restrictions**

- 14.1. The Framework Provider shall comply at all times with the delivery restrictions detailed at paragraph 7, 8 and 9 of the Statement of Requirement (StOR) at Annex A.

### **15. Sampling and Testing**

- 15.1. The Framework Provider shall comply with all procedures for sampling and testing of Fuel as detailed in paragraph 10, 11, 12, 13, 14, 18, 19 and 20 of the Statement of Requirement (StOR) at Annex A.
- 15.2. The Authority reserves the right to conduct any additional sampling and testing it requires, at any point prior to the Framework Provider receiving written confirmation from the Authority of compliance to the relevant specification after final quality testing (as detailed in the StOR at Annex A). The Authority shall be liable for the cost of any additional testing, unless any sample taken from the Fuel is found not

to comply with the requirements of the relevant Fuel specification. If the sample taken does not comply with the relevant Fuel specification, the Framework Provider shall be liable for the costs of the additional sampling and /or testing. Additionally the Fuel may be rejected in accordance with DEFCON 524 – Rejection and Special Condition 16 - Rejection.

- 15.3. Nothing in this Special Condition shall prejudice any other right or remedy available to the Authority, whether express or implied.

## 16. Rejection

- 16.1. The Authority reserves the right to reject any Fuel which fails to fully comply with the relevant Fuel specification as determined by:

16.1.1. Testing of Fuel in accordance with para 10 of the Statement of Requirement (StOR) at Annex A and Special Condition 15 – Sampling and Testing

16.1.2. The analysis detailed on the refinery CoQ and in accordance with paras 13 and 14 of the Statement of Requirement (StOR) at Annex A.

16.1.3. Testing of Fuel at the point of delivery in accordance with para 18 of the Statement of Requirement (StOR) at Annex A.

16.1.4. Final quality tests in accordance with paras 19 and 20 of the Statement of Requirement (StOR) at Annex A.

16.1.5. Where any contamination of the Fuel has occurred in accordance with paragraphs 21 and 22 of the Statement of Requirement (StOR) at Annex A.

- 16.2. Where Fuel has been rejected in accordance with Special Condition 16.1, the Framework Provider shall, subject to DEFCON 524, remove the rejected Fuel at the Framework Providers expense within fourteen (14) days of written notice by the Authority. The Framework Provider shall be liable for any costs incurred by the Authority associated with the removal of the rejected Fuel and the Authority shall have the right to either:

16.2.1. Require that the Framework Provider replace the rejected Fuel with Fuel that conforms to the relevant specification detailed in the Call-Off Contract in accordance with DEFCON 524. This action must be completed within the fourteen (14) days notification provided in Special Condition 16.2.

**or:**

16.2.2. Terminate the relevant Call-Off Contract, obtain replacement Fuel and claim any associated damages in accordance with DEFCON 514 Edn 08/15.

## 17. Laytime and Demurrage

- 17.1. Laytime shall commence:

17.1.1. six hours after the Notice of Readiness (NOR) is accepted by the Authority;  
or

17.1.2. when the Framework Provider's Vessel is All Fast Alongside, whichever is the earlier.

- 17.2. The Authority will not accept the Notice of Readiness (NOR):

- 17.2.1. prior to receipt and acceptance of the Certificate of Quality (CoQ) by the Authority in accordance with paragraph 13 of the Statement of Requirement (StOR); or
- 17.2.2. in the event that the local restrictions within the Statement of Requirement (StOR) at Annex A have not been complied with.
- 17.3. The Framework Provider shall advise the Authority of its maximum permitted Laytime and the applicable Demurrage rate (US Dollars per day) after the Authority has issued a Call-Off Contract and before commencement of the Delivery Window. This shall be the Demurrage charge payable to the Framework Provider (charged pro-rata to the nearest 15 minutes) in the event that the Authority accepts liability for Demurrage charges. If the Framework Provider incurs additional direct costs as a result of a delay for which the Authority has accepted liability, the Framework Provider shall submit an itemised breakdown of the charges, with supporting evidence and, where applicable, receipts, which will be considered by the Authority. The Authority shall review any claim on a case by case basis. The Authority will investigate any Demurrage charge or maximum permitted Laytime which appears to be excessive and reserves the right to reject a Framework Providers nominated Vessel on this basis. The Framework Provider may be asked to provide supporting evidence to show that the Demurrage charge and maximum permitted Laytime are fair and reasonable.
- 17.4. Laytime shall cease upon disconnection of shore hoses following completion of discharge. If the Framework Provider's maximum permitted Laytime is exceeded then the Framework Provider shall be responsible for any Demurrage charges unless such a delay is caused by the Authority.
- 17.5. The Authority reserves the right to instruct the Vessel to halt discharge and depart the berth if the discharge and departure of the Vessel will not be completed within the Delivery Window (by 2359hrs on the Friday). In this event, the Authority will not accept any Demurrage and/or liability for un-discharged Fuel. The Authority reserves the right to reject any Vessel arriving outside of these timeframes. The Framework Provider is not entitled to claim any Demurrage costs if the Notice of Readiness (NOR) is declared prior to 0800hrs on the Monday or if completion of discharge and departure of the Vessel has not occurred prior to 2359hrs on the Friday. All times are local.
- 17.6. Any claim for Demurrage shall be submitted to the Commercial Officer at Box 1 of DEFFORM 111 within 3 months of the Bill of Lading (BoL) date.

## **18. Quality Assurance**

- 18.1. The Framework Provider shall have an appropriate quality management system or hold appropriate quality certification relevant to the scope of this Framework Agreement.
- 18.2. The Framework Provider shall maintain a Quality Management System or quality certification in accordance with Special Condition 18.1 for the Framework Agreement Term.

## **19. Insurance and Indemnity**

- 19.1. The Framework Provider will ensure that they and all relevant parties within their supply chain subject to the Framework Agreement shall maintain any statutory insurance required by relevant regulations and Law.

19.2. The Framework Provider shall procure the maintenance of adequate Protection and Indemnity Insurance (P&I) via a mutual entry in an International group P&I Club.

19.3. The Framework Provider shall fully indemnify the Authority against any damage, loss or injury, including loss of life suffered by the Authority, or any third party, howsoever caused by the Framework Provider in discharging his obligations under the Framework Agreement.

## **20. Delivery Duty Paid Incoterm**

20.1. In addition and without prejudice to DEFCONS 507, 528, 621B, 612 and any other obligations under this Framework Agreement, the delivery obligations for deliveries by Vessels nominated by the Framework Provider shall be in accordance with the latest version of the Delivery Duty Paid (DDP) Incoterm as published by the International Chamber of Commerce as follows:

20.1.1. "Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

20.1.2. For the purpose of this Framework Agreement, "seller" means the Framework Provider and "buyer" means the Authority.

20.1.3. Subject to Special Condition 9, deliveries using the Framework Provider's Vessel shall be in accordance with the Delivery Duty Paid (DDP) Incoterm.

## **21. Change in Law**

21.1. The Framework Provider shall neither be relieved of its obligations to supply the Fuel in accordance with this Framework Agreement, nor be entitled to financial recompense, including by an adjustment to the prices as the result of a change in Law.

## **22. Publicity**

22.1. Unless otherwise directed by the Authority, the Framework Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

22.2. The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by an auditor or otherwise.

22.3. The Framework Provider shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

## **23. Health and Safety**

23.1. The Framework Provider shall perform its obligations under this Framework Agreement in accordance with:

23.1.1. all applicable Law regarding health and safety;

23.1.2. the Framework Provider's own health and safety policies; and

23.1.3. any reasonable health and safety directions issued from time to time by the Authority to the Framework Provider.

23.2. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this Framework Agreement. The Framework Provider shall instruct any and all sub-contractors to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

23.3. If the Authority's local representative has any health and safety concerns before or during the discharge operation, the Authority reserves the right to halt the operation until such a time that the concern has been investigated and a suitable solution put in place.

#### **24. Environmental**

24.1. The Framework Provider shall perform its obligations under the Framework Agreement in accordance with all relevant international and national legislation, regulations and industry standards pertaining to environmental protection. The Authority reserves the right, in accepting any service or product offered, to question aspects of its operation or usage in relation to environmental protection.

#### **25. Crown Commercial Services**

25.1. Crown Commercial Service (CCS) may, at some point in the future, assume management responsibility of the Framework Agreement by acting as a Managing Agent of the Authority.

25.2. The Framework Provider will be notified of the date that Crown Commercial Services (CCS) will commence management of the Framework Agreement. The Framework Provider shall promptly take all such steps, carry out all such actions and execute and deliver all such instruments and documentation as may be necessary or expedient to give effect to this transition.

#### **26. International Shipping – Safety and Security**

26.1. All Framework Providers Vessels in this Framework Agreement shall comply with the Safety of Life at Sea Regulations (SOLAS) Convention, the International Ship and Port Facility Security (ISPS) Code and with the International Safety Guide for Oil Tankers and Terminals (ISGOTT) guidance. Loss, damages, expense or delay caused by failure on the part of the Framework Provider's nominated Vessel to comply with the requirements of ISPS, ISGOTT and SOLAS, and any new or amended regulations, shall be the responsibility of the Framework Provider and shall count as Demurrage, if appropriate.

#### **27. Diplomatic and National Security Policy**

27.1. The Authority reserves the right to reject any proposal for the supply of Fuel if the purchase would be inconsistent with the UK or Singapore Government's diplomatic and national security policy. The Authority will inform the Framework Provider if this situation arises.

27.2. For the purpose of this Framework Agreement no crew of the Framework Provider's nominated Vessels shall comprise citizens of the People's Republic of China, North Korea or Vietnam.

#### **28. Relationship Management**

28.1. The Framework Provider shall provide a nominated point of contact(s) to provide full 24 hour coverage for all Authority requirements or issues from the point at which a Call-Off Contract is placed to when the Authority has accepted the Fuel and the invoice has been cleared. The appropriate point of contact shall provide an initial response to the Representative of the Authority at Box 2 of DEFFORM 111 within 1 hour of any contact by the Authority.

- 28.2. Any Shipping Agents used during the DDP process shall be commissioned by the Framework Provider as they deem appropriate. The Authority will not take any responsibility for appointing a Shipping Agent.
- 28.3. Surveyors and any other personnel nominated by the Framework Provider who will be physically at the naval wharf in Singapore, Sembawang, during the Fuel delivery will need to be security cleared and appropriate information including full name, nationality, passport number, reason for visit, vehicle model and registration number will need to be provided to the contacts at paragraph 6 of the Statement of Requirement (StOR), 3 days prior to the date of visit to achieve that clearance.

## **29. Review Meetings**

- 29.1. Review meetings shall be held on a 6-monthly basis. The venue of the meeting shall be at the Authority's premises or by conference call, unless otherwise agreed by the Parties.
- 29.2. The review meetings shall review the Framework Provider's performance during the preceding 6-month period, as well as providing the Parties with the opportunity to address any issues, and review the risks, or additional agenda items identified by the Framework Provider or by the Authority.
- 29.3. Each review meeting shall be chaired by the Authority's Commercial Officer and attendees shall include their equivalent within the Framework Provider's organisation, the Authority's Project Manager and their equivalent within the Framework Provider's organisation.
- 29.4. Minutes of each review meeting are to be produced by the Framework Provider within 1 week of the review meeting and forwarded, in draft format to the Commercial Officer at Box 1 of DEFFORM 111 for agreement prior to the final version being issued

## **30. Entire Agreement**

- 30.1. This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and it supersedes, cancels or nullifies any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) between the Parties in relation to such matters.
- 30.2. Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.
- 30.3. The Framework Provider acknowledges and agrees that it has:
- 30.3.1. entered into this Framework Agreement in reliance on its own due diligence alone; and
- 30.3.2. received sufficient information required by it in order to determine whether it is able to provide the Fuel in accordance with the terms of this Framework Agreement.
- 30.4. Nothing in Special Conditions 30.1 to 30.3 shall operate to exclude any liability for (or remedy in respect of) fraud.

## Annex A – Statement of Requirement

### Introduction

1. The MoD has an estimated annual requirement for Delivery Duty Paid (DDP) of 150,000 m3 of F-76 and 42,000 m3 of F-44 or JP5 per year to the British Defence Singapore Support Unit (BDSSU) at Sembawang Naval Wharf (SNW) in Singapore.

### Product Specification

#### 2. Table 1: Specification Criteria

Product	Description	Specification
F-76 (FUEL NAVAL DISTILLATE)	Naval Distillate	Def Stan 91-4 Latest Issue. For the duration of this requirement the following lubricity additives are approved for use: <ul style="list-style-type: none"> <li>• Infineum R-650 at a treat rate of 100ppm</li> <li>• Infineum R-655 at a treat rate of 150ppm</li> </ul>
F-44 (AVCAT-FSII) or JP5	Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor	Def Stan 91-86 Latest Issue  Military Specification MIL-DTL-5624 Latest Issue

3. All Fuel supplied under the Framework Agreement is required to meet the specification as detailed in Table 1; the Framework Provider is not permitted any discretionary powers to deviate from the specification, and any request for deviation from the specification as detailed at Table 1 are to be submitted to the Defence Fuels Technical Authority via the Authorised Demanders detailed at para 6. Any proposed deviation from the specification shall be referred in accordance with DEF STAN 05-61 Part 1 (latest issue).

### Estimated Volumes

4. Table 2 below details the estimated delivery requirement for marine diesel oil (F-76) and marine aviation Fuel (F-44). Table 3 gives an indication of when the predicted volumes will be required over a typical year. These volumes are indicative only and based on a historical consumption profile. The Authority will not be bound to order any quantity of Fuel under this Framework Agreement.

**Table 2: Volume Estimation**

Product	Delivery Method	Typical Parcel Size (m3)	Estimated Annual Volume (m3)
F-76 (FUEL NAVAL DISTILLATE)	Ocean tanker (DDP to Singapore)	20,000 – 45,000	150,000
F-44 (AVCAT-FSII) or JP5	Ocean tanker (DDP to Singapore)	7,000 - 20,000	42,000

**Table 3: Indicative Delivery Profile (m3) Jan 17 – Dec 17**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
F-76	35,000			45,000			35,000			35,000		
F-44/JP5		7,000			14,000			7,000			14,000	

**Duty and Tax Information**

5. Under agreement with the Government of Singapore, the Authority is permitted to import these Fuel products free of all duties and taxes.

**Call-Off Procedure**

6. A minimum of 30 calendar days' notice will be given to the Framework Provider by the Authority for deliveries of F-76 and F-44/JP5 to BDSSU. This period of notice shall represent the time between the Authority placing the Call-Off Contract with the Framework Provider and the first day of the Delivery Window. The Authority will specify a specific Delivery Window at the time that the Call-Off Contract is placed. This Call-Off Contract will be placed by the Authority's Authorised Demander(s) in writing via email by way of the Call-Off Contract form at Annex B. The Authority's Authorised Demanders are listed below:

[DESLDAProgMgt-DFAP-FCMO1@mod.uk](mailto:DESLDAProgMgt-DFAP-FCMO1@mod.uk)  
[DESLDAProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDAProgMgt-DFAP-FCMO2@mod.uk)  
[DESLDAProgMgt-DFAP-FCMO3@mod.uk](mailto:DESLDAProgMgt-DFAP-FCMO3@mod.uk)

### **Delivery Window**

7. The Delivery Window will comprise a five-day period from 0800hrs on a Monday to 2359hrs on a Friday. The Framework Provider's Vessel shall declare Notice of Readiness (NOR) no earlier than 0800hrs on the Monday at the start of the declared Delivery Window, and the discharge operation shall be completed, and departure of the Vessel shall occur, no later than 2359hrs on the Friday. All times are local. It is the Framework Provider's responsibility to ensure NOR is declared with sufficient time to allow completion of discharge and departure of the Vessel by 2359hrs on the Friday; this will be dependent on estimated pump rates and size of the load. Indicative pumping rates at Sembawang wharf are circa 1,000 m<sup>3</sup> per hour for F-76 & 300 m<sup>3</sup> per hour for F-44/JP5. This should be taken account of when arranging Delivery Window commencement/completion times.

### **Infrastructure Specifications and Restrictions**

8. The installation tank farm is approximately 5km from the berth and back pressure of 1 Bar can be expected. There is a maximum pressure restriction of 9 Bar at the terminal valve which shall not be exceeded. Vessels cannot be accepted alongside jetties, or wharves/serving depots owned by the Authority whilst they are carrying Class "A" petroleum products, i.e. having a flash point below 23°C. Vessels cannot be accepted alongside jetties, or wharves/serving depots owned/operated by the Authority if their previous cargo has been Class "A" petroleum, unless a "gas free" certificate is provided to the contacts at sections 6 in this StOR.

### **Vessel Restrictions**

9. Beam 30 metres (can be exceeded up to 33m with prior approval). There is no maximum overall length stated for Sembawang wharf as it is dependent upon the wharf loading at the time. The length of the wharf is 533m split into three distinct berths; the minimum maintained depth alongside varies from 11.5m to 8.7m (this depth does not include the minimum clearance of 0.5 m required for entry). For guidance, a typical Vessel length of 180m would normally be acceptable. Vessel Freeboard limit of 10.5m is stated as the maximum height at which BDSSU's 10inch dia Marine Loading Arm can operate. 6 inch dia marine hoses can be used above this height which will reduce the Fuel flow rate and will extend the stay in port. Berth S7 can receipt F-76 & F-44/JP5, its maximum draft is 11.5m, but an additional 0.5 m is required for entry and therefore the Vessel's overall draft cannot exceed 11 metres. Berth S6 (F-44 receipt only) has a maximum draft of 10.2 metres. As F-44 can be receipted at either Berth S6 or S7, the Authority will notify the Framework Provider at the time of issuing the Call-Off Contract which Berth is to be used.

**Berth S6 Restrictions.** There is one 8" line used for discharge and this is connected via a 10" Mobile Loading Arm (MLA). Tankers routinely achieve 7 to 8 bar pressure at the shore manifold and therefore average flow rates may be as low as 250m<sup>3</sup> per hour.

**Berth S7 Restrictions.** Two diesel lines are available for discharge; one 12" line which is connected via a 10" MLA and one 8" line connected via a 6" hose. Tankers routinely achieve 7 to 8 Bar pressure at the shore manifold and therefore average flow rates range from 800m<sup>3</sup> to 1000m<sup>3</sup> per hour.

### **Sampling Testing and Inspections**

10. Any samples taken by the Framework Provider shall be done so in accordance with the approved method (ISO 3170). The Authority reserves the right to send a representative to witness the loading of product. Prior to the Framework Provider receiving written confirmation from the Authority of compliance with final quality tests, the Authority reserves the right to require additional testing of the product at any time and to sample and test the product and/or ingredients during or after manufacture to ascertain their suitability for use.

11. Retained samples shall be drawn by the Authority at the point of delivery, prior to discharge. Composite 2 litre samples will be drawn from each tank, in the presence of the Master of the Vessel. These samples shall be sealed in suitable air transportable containers using tamper evident seals. These samples will be retained by the Authority and shall only be tested in the event that there is a dispute between the Framework Provider and the Authority on Fuel quality.

12. The Authority shall not be held liable for any costs associated with delays to loading / discharge / uplift of the Fuel due to additional sampling and testing required by the Authority.

#### **Certificate of Quality (CoQ).**

13. The Framework Provider shall provide the Authority with the refinery CoQ as soon as possible for the batches of Fuel to be supplied, but as a minimum, 8 hours prior to declaration of NOR. Discharge of the Vessel to the Authority's tanks shall not commence until the Authority has accepted the CoQ in writing.

CoQs are to be prepared for each batch of Fuel to be supplied and shall specify the following key elements:

- Laboratory name and contact telephone number.
- Unique test certificate identifier.
- Framework Provider's name.
- Call-Off Contract number.
- Material.
- Specification.
- refinery Identification.
- Tank number.
- Batch number (plus details of component batches if applicable).
- Quantity now certified.
- Proportion of cracked components and any additives used.
- Vessel and port of loading.
- Full specification analysis data to evidence full compliance with the relevant product specification.

14. The Authority will assess the CoQ to ensure that it fully complies with the relevant product specification as evidenced by the analysis detailed on the refinery CoQ. Acceptance of the CoQ does not constitute the final quality testing of the Fuel to be supplied to the Authority; the final quality testing is dependent upon confirmation of specification compliance following Type B-2 recertification testing in accordance with STANAG 3149 (latest issue) post receipt.

15. A copy of all relevant CoQs are to be sent to the Authority for approval at the following e-mail addresses:

- [ACDSLOGOPS-DSFAFuelsTechnical@mod.uk](mailto:ACDSLOGOPS-DSFAFuelsTechnical@mod.uk)
- [DESLDProgMgt-DFAP-FCMO@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO@mod.uk)

16. A copy of each CoQ shall be retained by the Framework Provider's nominated inspector and a further copy passed to the master of the receiving Vessel for onward receipt by the consignee.

#### **Q88 and Delivery Testing Requirements**

17. For each Call-Off Contract the Framework Provider will nominate a Vessel for delivery. A copy of the nominated Vessel's Q88 shall be sent to the Authority no later than seven (7) calendar days prior to loading, and should be sent to the same e-mail addresses as the CoQs. The Q88 shall detail the previous 3 cargoes loaded, which shall be clean unleaded petroleum products and shall not have contained any quantity of Synthetic Fuel, Biodiesel or Fatty Acid Methyl Ester. In the event that one of the last three cargoes was F67, unleaded petrol, then it cannot have a NPA Colour Rating of greater than 2.5 with reference to ASTM D155. The Authority will accept, pending suitability, the use of a nominated Vessel for delivery of the Fuel. This acceptance will be granted by the Authority, in writing, within 24 hours of receipt of the Q88 from the Framework Provider.

18. On arrival at the point of delivery, the Master of the Vessel shall provide the Authority with the original Bill of Lading, the CoQ and the ullage report. Composite samples shall be drawn from all tanks by the Authority, in the presence of the Master of the Vessel. Approval to commence discharge shall be subject to satisfactory Type C+ analysis as detailed in STANAG 3149 (latest issue) for F-76 and Type C analysis as detailed in STANAG 3149 (latest issue) for F-44. For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387 Procedure A, Filter Blocking Tendency. The analysis shall be conducted by the Representative of the Authority at the point of discharge. These are confidence checks conducted prior to transfer of the Fuel into the Authority's shore tanks and do not constitute final quality tests.

#### **Final Quality Tests**

19. Following completion of the settling period (post receipt), all Fuel received by the Authority will be subject to a Type B-2 test in accordance with STANAG 3149 (latest issue) plus IP387 Procedure A (Filter Blocking Tendency) for F-76 only. Confirmation of compliance with the relevant Fuel specification by the Authority's approved test house shall constitute final quality testing of the product by the Authority.

20. All Fuel received under the Framework Agreement will be subject to final quality tests to confirm compliance with the specification. Product that fails to meet the specification at this point will be quarantined pending investigation between the Framework Provider and the Authority to assess liability. The Authority will arrange for an independent full specification analysis of the retained refinery samples, and the composite samples taken from the Authority's receipt tank(s).

### **Contamination of Marine Fuel During Supply and Distribution**

21. Any Framework Provider delivering F-76 or F-44/JP5 to the Authority is to ensure that it is free from contamination by synthetic components, biofuel or FAME (fatty acid methyl ester)<sup>[1]</sup>.

22. When delivering Fuel to the Authority using a non-dedicated Fuel supply chain, the cleaning procedures detailed in the Energy Institute guidelines HM 50<sup>[2]</sup> shall apply.

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<sup>[1]</sup>F-44 In accordance with paragraphs 4.1 and 5.5.1 and Annex E of Defence Standard 91-86 (latest issue). F-76 In accordance with Table 1 line 6.4 of Defence Standard 91-4 (latest issue).

<sup>[2]</sup> EI HM 50 (Latest issue), Guidelines for the cleaning of tanks and lines for petroleum tank Vessels carrying refined products.

**Annex B - Call-Off Contract Form - Template**

Call-Off Contract No: DFFS/5085/000X

Please supply the requirement detailed below under the overarching Terms and Conditions of the Framework agreement DFFS/5085

REQUIREMENT	
FUEL TYPE	F-76 (Fuel Naval Distillate) Def Stan 91-4 Latest Issue <b>Or</b> F-44 Turbine Fuel, Aviation with FSII Def Stan 91-86 Latest Issue. <b>Or</b> JP5, US MIL-DTL-5624.
VOLUME	Total of XX,XXXm <sup>3</sup>
DELIVERY WINDOW	XX/XX/XXXX to XX/XX/XXXX
Q88 DUE DATE	XX/XX/XXXX
CoQ DUE DATE / TIME	XX/XX/XXXX @ XX.XXhrs

Call-Off Contract Raised by:

Authorised Demander Role Title	Authorised Demander Name	Signature	Date
XXX	XXX	XXX	XX/XX/XXXX

Call-Off Contract Approved by:

Commercial Officer Role Title	Commercial Officer Name	Signature	Date
XXX	XXX	XXX	XX/XX/XXXX

Call-Off Contract acknowledged by:

Framework Provider Role Title	Framework Provider Name	Signature	Date
XXX	XXX	XXX	XX/XX/XXXX

**Annex C – DEFFORM 68**

[Insert Completed DEFFORM 68 Here]

## Appendix - Addresses and Other Information

**1. Commercial Officer**

DES Commodities-Comrc1-Fuel

Email: [descommodities-comrc1-fuel@mod.uk](mailto:descommodities-comrc1-fuel@mod.uk)

**2. Project Manager, Equipment Support Manager or PT Leader**  
(from whom technical information is available)

DES LD ProgMgt-DFAP-FCMO1

Email: [DESLDProgMgt-DFAP-FCMO1@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO1@mod.uk)

**3. Packaging Design Authority**

N/A

**4. (a) Supply/Support Management Branch or Order Manager:**

N/A

**5. Drawings/Specifications are available from**

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

Sembawang Wharves, Deptford Road, NZDSU Building 7-4, Singapore, 917686

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM,** DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

8946

**B. JSCS** JSCS Helpdesk Tel 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 [www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority (see Note 1)**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)

[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk).

**NOTES**

1. Many **DEFCONs** and **DEFFORMs** can also be obtained from the MOD Internet Website;

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>